FEDERAL REGISTER

VOLUME 13 NUMBER 177

Washington, Friday, September 10, 1948

TITLE 3—THE PRESIDENT

PROCLAMATION 2809

SUPPLEMENTING PROCLAMATION No. 2790 OF JUNE 11, 1948, PROCLAIMING THE PROTOCOL OF RECTIFICATIONS TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS Proclamation No. 2790 of June 11, 1948, proclaimed that the provisions of part I of schedule XX of the General Agreement on Tariffs and Trade should be applied as if the rectifications in the Protocol of Rectifications to the General Agreement on Tariffs and Trade, referred to in the 7th recital of the said proclamation, had appeared in the said general agreement on October 30, 1947; and

WHEREAS the rate of duty for item 1110 of schedule XX specified in the copy of the said protocol annexed to the said proclamation of June 11, 1948, reads: "35¢ per lb. and 25% ad val."; and

WHEREAS the rate of duty for the said item should read: "33¢ per lb. and 25% ad val.";

NOW THEREFORE, I, HARRY S. TRUMAN, President of the United States of America, acting under the authority vested in me by section 350 of the Tariff Act of 1930 as amended (19 U. S. C. 1351) do proclaim that the said Proclamation No. 2790 of June 11, 1948, shall be applied as if the copy of the said protocol annexed thereto had stated the rate of duty for item 1110 of schedule XX to be 33¢ per lb. and 25% ad val.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the City of Washington this seventh day of September in the year of our Lord nineteen hundred and forty-eight, and of the Independence of the United States of America the one hundred and seventy-third.

[SEAL]

HARRY S. TRUMAN

By the President:

G. C. MARSHALL,
Secretary of State.

[F. R. Doc. 48-8173; Filed, Sept. 8, 1948; 3:17 p. m.]

EXECUTIVE ORDER 9996

CREATING AN EMERGENCY BOARD TO INVESTIGATE A DISPUTE BETWEEN THE PUBLIC BELT RAILROAD COMMISSION FOR THE CITY OF NEW ORLEANS AND CERTAIN OF ITS EMPLOYEES

WHEREAS a dispute exists between the Public Belt Railroad Commission for the City of New Orleans, a carrier, and certain of its employees represented by the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen, labor organizations; and

WHEREAS this dispute has not heretofore been adjusted under the provisions of the Railway Labor Act, as amended; and

WHEREAS this dispute, in the judgment of the National Mediation Board, threatens substantially to interrupt interstate commerce within the State of Louisiana to a degree such as to deprive that state of essential transportation service:

NOW THEREFORE, by virtue of the authority vested in me by section 10 of the Railway Labor Act, as amended (45 U. S. C. 160) I hereby create a board of three members, to be appointed by me, to investigate the said dispute. No member of the said board shall be pecuniarily or otherwise interested in any organization of railway employees or any carrier.

The board shall report its findings to the President with respect to the said dispute within thirty days from the date of this order.

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THE PRESIDENT

EXECUTIVE AGENCIES

FEDERAL REGISTER

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CODIFICATION GUIDE

A numerical list of the parts of the Code of Federal Regulations affected by documents published in this issue. Proposed rules, as opposed to final actions, are identified as such.

CODIFICATION GUIDE—Con.

As provided by section 10 of the Railway Labor Act, as amended, from this date and for thirty days after the board has made its report to the President, no change, except by agreement, shall be made by the Public Belt Railroad Commission for the City of New Orleans or its employees in the conditions out of which the said dispute arose.

HARRY S. TRUMAN

THE WHITE HOUSE,
September 8, 1948.

[F. R. Doc. 48-8171; Filed, Sept. 8, 1948; 2:36 p. m.]

EXECUTIVE ORDER 9997

AMENDMENT OF EXECUTIVE ORDER NO. 9805, PRESCRIBING REGULATIONS GOVERNING PAYMENT OF CERTAIN TRAVEL AND TRANSPORTATION EXPENSES

By virtue of the authority vested in me by the act of August 2, 1946, 60 Stat. 806, it is ordered that Schedule A attached to and made a part of Executive Order No. 9805 of November 25, 1946, entitled "Regulations Governing Payment of Travel and Transportation Expenses of Civilian Officers and Employees of the United States when Transferred from One Official Station to Another for Permanent Duty" be, and it is hereby, amended to read as follows:

SCHEDULE A—RATE PER 100 POUNDS

Miles	1,000 pounds or less	1,000 pounds to 3,000 pounds	3,000 pounds to 7,000 pounds
15	3.02	2.93	2.89
25	3.18	3.05	2.99
40	3.32	3.13	3.02
50	3.41	3.21	3.01
60	3.55	3.29	3.12
70	3.63	3.33	3.29
80	3.75	3.48	3.27
90	3.89	3.57	3.33
100	4.01	3.68	3.45
110	4.13	3.77	3.54
120	4.21	3.87	3.61
130	4.33	3.97	3.75
140	4.43	4.03	3.83
150	4.60	4.17	3.93
160	4.71	4.27	4.03
180	4.93	4.43	4.23
190	5.05	4.53	4.33
200	5.19	4.63	4.44
210	5.30	4.73	4.53
220	5.41	4.83	4.60
230	5.52	4.93	4.69
240	5.64	5.07	4.78
250	5.74	5.19	4.83
260	5.85	5.29	4.97
270	5.93	5.35	5.05
285	6.09	5.45	5.19
300	6.25	5.61	5.33
315	6.39	5.79	5.45
330	6.52	5.89	5.57
345	6.65	6.03	5.73
360	6.79	6.14	5.82

Miles	1,000 pounds or less	1,000 pounds to 3,000 pounds	3,000 pounds to 7,000 pounds
375	6.92	6.23	5.93
390	7.03	6.33	6.03
405	7.18	6.43	6.13
415	7.27	6.57	6.23
430	7.39	6.63	6.27
445	7.51	6.83	6.50
460	7.62	6.93	6.61
475	7.74	7.07	6.74
490	7.85	7.29	6.85

SCHEDULE A—RATE PER 100 POUNDS—Con.

Miles	1,000 pounds or less	1,000 pounds to 3,000 pounds	3,000 pounds to 7,000 pounds
505	7.97	7.39	6.97
520	8.08	7.49	7.07
535	8.18	7.61	7.18
550	8.29	7.71	7.28
565	8.39	7.71	7.39
585	8.49	7.89	7.59

Miles	1,000 pounds or less	1,000 pounds to 3,000 pounds	3,000 pounds to 7,000 pounds
605	8.63	7.95	7.63
625	8.74	8.05	7.73
645	8.83	8.13	7.82
665	8.92	8.21	7.91
685	9.05	8.34	8.04
705	9.09	8.39	8.19
725	9.22	8.51	8.32
745	9.42	8.73	8.40
765	9.51	8.82	8.43
785	9.64	8.91	8.59
805	9.80	9.09	8.74
825	9.93	9.23	8.86
845	10.05	9.33	8.93
865	10.18	9.43	9.11
885	10.28	9.49	9.21
905	10.40	9.59	9.33
925	10.50	9.69	9.43
945	10.63	9.82	9.54
970	10.72	9.92	9.63
1,000	10.87	1.14	9.76
1,030	10.97	10.23	9.83
1,060	11.09	10.35	9.95
1,090	11.23	10.48	10.09
1,110	11.39	10.62	10.24
1,140	11.51	10.73	10.37
1,170	11.67	10.87	10.47
1,200	11.73	10.99	10.60
1,230	12.03	11.23	10.81
1,260	12.15	11.35	10.93
1,290	12.27	11.47	11.04
1,320	12.40	11.53	11.16
1,350	12.50	11.70	11.27
1,380	12.63	11.82	11.39
1,410	12.75	11.93	11.49
1,440	12.83	12.05	11.61
1,470	12.99	12.17	11.72
1,500	13.09	12.27	11.83
1,530	13.23	12.40	11.95
1,560	13.33	12.51	12.07
1,590	13.45	12.63	12.18
1,620	13.53	12.74	12.29
1,650	13.69	12.84	12.44
1,680	13.80	12.99	12.53
1,710	13.93	13.13	12.65
1,740	14.04	13.23	12.79
1,770	14.16	13.33	12.90
1,800	14.25	13.45	13.01
1,830	14.40	13.53	13.13
1,860	14.51	13.69	13.25
1,890	14.62	13.80	13.37
1,920	14.70	13.93	13.43
1,950	14.91	14.09	13.65
2,000	15.05	14.21	13.80
2,050	15.23	14.42	13.93
2,100	15.38	14.53	14.12
2,150	15.54	14.72	14.27
2,200	15.69	14.83	14.44
2,250	15.83	15.03	14.59
2,300	16.01	15.20	14.76
2,350	16.19	15.35	14.91
2,400	16.32	15.50	15.05
2,450	16.43	15.67	15.23
2,500	16.65	15.82	15.23
2,550	16.80	15.93	15.54
2,600	16.97	16.13	15.69
2,650	17.11	16.30	15.85
2,700	17.25	16.45	16.01
2,750	17.44	16.62	16.19
2,800	17.53	16.77	16.32
2,850	17.70	16.93	16.45
2,900	17.90	17.05	16.65
3,000	18.07	17.24	16.79
3,100	18.22	17.41	16.96

This order shall be effective in any case in which the order directing the travel involved is issued on or after July 1, 1948, and it shall be published in the FEDERAL REGISTER.

HARRY S. TRUMAN

THE WHITE HOUSE,
September 8, 1948.

[F. R. Doc. 48-8174; Filed, Sept. 8, 1948; 4:16 p. m.]

TITLE 6—AGRICULTURAL CREDIT

Chapter II—Production and Marketing Administration (Commodity Credit)

PART 256—COTTON LOANS

SCHEDULE OF BASE LOAN RATES BY CITIES AND COUNTIES FOR COTTON ENTERING THE 1948 LOAN

Pursuant to sec. 302, 52 Stat. 43, as amended, sec. 8, 56 Stat. 767, as amended, Pub. Law 806, 80th Cong., particularly sec. 5 (a) thereof; 7 U. S. C. 1302, 50 U. S. C. App. 968, Commodity Credit Corporation has issued, in 1948 Cotton Loan Instructions, regulations governing the making of loans on cotton produced in 1948. Such regulations are hereby supplemented as follows:

§ 256.239 *Basic loan rates by warehouse locations.* The base loan rates applicable to Middling White and Extra White 15/16-inch upland cotton, under Commodity Credit Corporation's 1948 cotton loan program, are as follows:

ALABAMA

City and county	Basis Middling White and Extra White 15/16" loan rate
Abbeville, Henry	30.99
Akron, Hale	30.90
Albertville, Marshall	31.08
Alexander City, Tallapoosa	31.17
Aliceville, Pickens	30.81
Altoona, Etowah	31.17
Andalusia, Covington	30.90
Anniston, Calhoun	31.17
Arab, Marshall	31.08
Ardmore, Limestone	30.90
Ashford, Houston	30.99
Ashland, Clay	31.17
Athens, Limestone	30.90
Atmore, Escambia	30.81
Attalla, Etowah	31.17
Auburn, Lee	31.17
Banks, Pike	30.99
Bankston, Fayette	30.90
Belk, Fayette	30.90
Berry, Fayette	30.90
Birmingham, Jefferson	30.99
Blountsville, Blount	31.08
Boaz, Marshall	31.08
Boligee, Greens	30.81
Brantley, Crenshaw	30.90
Brantley, Dallas	30.90
Brent, Bibb	30.99
Brewton, Escambia	30.81
Bridgeport, Jackson	30.99
Brownton (P. O. Henagar), De Kalb	31.08
Brundidge, Pike	30.99
Butler, Choctaw	30.81
Camden, Wilcox	30.81
Camp Hill, Tallapoosa	31.17
Carbon Hill, Walker	30.90
Carrollton, Pickens	30.81
Centerville, Bibb	30.99
Chavies, De Kalb	31.08
Childersburg, Talladega	31.17
Clanton, Chilton	30.99
Clio, Barbour	31.08
Collinsville, De Kalb	31.08
Columbia, Houston	30.99
Columbiana, Shelby	31.08
Cordova, Walker	30.90
Courtland, Lawrence	30.90
Cooper, Chilton	30.99
Cullman, Cullman	30.99
Clayton, Barbour	31.08
Dadeville, Tallapoosa	31.17
Dancy, Pickens	30.81
Decatur, Morgan	30.99
Demopolis, Marengo	30.81
Dothan, Houston	30.99
Dozier, Crenshaw	30.90

ALABAMA—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Dutton, Jackson	30.99
Elba, Coffee	30.99
Elkmont, Limestone	30.90
Enterprise, Coffee	30.99
Eufaula, Barbour	31.08
Eutaw, Greene	30.81
Evergreen, Conecuh	30.81
Fackler, Jackson	30.99
Fadette, Geneva	30.99
Faunsdale, Marengo	30.81
Fayette, Fayette	30.90
Florala, Covington	30.90
Florence, Lauderdale	30.81
Fort Deposit, Lowndes	30.90
Fort Payne, DeKalb	31.08
Fyffe, DeKalb	31.08
Gadsden, Etowah	31.17
Gantt, Covington	30.90
Geneva, Geneva	30.99
Georgiana, Butler	30.90
Glen Allen, Fayette	30.90
Goodwater, Coosa	31.08
Garde, Pickens	30.81
Goshen, Pike	30.99
Greensboro, Hale	30.90
Greenville, Butler	30.90
Guin, Marion	30.81
Guntersville, Marshall	31.08
Hackleburg, Marion	30.81
Haleyville, Winston	30.90
Hamilton, Marion	30.81
Hanceville, Cullman	30.99
Hartford, Geneva	30.99
Hartselle, Morgan	30.99
Headland, Henry	30.99
Heflin, Cleburne	31.17
Henegar, DeKalb	31.08
Hodges, Franklin	30.81
Hollywood, Jackson	30.99
Huntsville, Madison	30.99
Hurtsboro, Russell	31.17
Jacksonville, Calhoun	31.17
Jasper, Walker	30.90
Jemison, Chilton	30.99
Kennedy, Lamar	30.81
Lafayette, Chambers	31.17
Leighton, Colbert	30.81
Lester, Limeston	30.90
Linden, Marengo	30.81
Lineville, Clay	31.17
Livingston, Sumter	30.81
Louisville, Barbour	31.08
Luverne, Crenshaw	30.90
Madison, Madison	30.99
Malvern, Geneva	30.99
Maplesville, Chilton	30.99
Marion, Perry	30.90
McCullough, Escambia	30.81
Millport, Lamar	30.81
Mobile, Mobile	30.71
Monroeville, Monroe	30.81
Montevallo, Shelby	31.08
Montgomery, Montgomery	30.99
Moores Bridge, Tuscaloosa	30.90
Moores Valley, Wilcox	30.81
Moulton, Lawrence	30.90
Moundville, Hale	30.90
Newbern, Hale	30.90
New Brockton, Coffee	30.99
New Hope, Madison	30.99
Newville, Henry	30.99
Northport, Tuscaloosa	30.90
Notasulga, Macon	31.08
Oakman, Walker	30.90
Oneonta, Blount	31.08
Opelika, Lee	31.17
Opp, Covington	30.90
Ozark, Dale	30.99
Panola, Sumter	30.81
Pell City, St. Clair	31.08
Peterman, Monroe	30.81
Phil Campbell, Franklin	30.81
Pine Hill, Wilcox	30.81
Pisgah, Jackson	30.99
Pollard, Escambia	30.81
Prattville, Autauga	30.99
Red Bay, Franklin	30.81

ALABAMA—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Red Level, Covington	30.90
Reform, Pickens	30.81
Repton, Conecuh	30.81
Roanoke, Randolph	31.17
Rogersville, Lauderdale	30.81
Russellville, Franklin	30.81
Samantha, Tuscaloosa	30.90
Samson, Geneva	30.99
Scottsboro, Jackson	30.99
Section, Jackson	30.99
Selma, Dallas	30.90
Sheffield, Colbert	30.81
Slocomb, Geneva	30.99
Stevenson, Jackson	30.99
Stewart, Hale	30.90
Sulligent, Lamar	30.81
Sweetwater, Marengo	30.81
Sylacauga, Talladega	31.17
Sylvania, DeKalb	31.08
Talladega, Talladega	31.17
Tallassee, Elmore	31.08
Thomasville, Clarke	30.81
Troy, Pike	30.90
Tuscaloosa, Tuscaloosa	30.90
Tuscumbia, Colbert	30.81
Tuskegee, Macon	31.08
Union Springs, Bullock	31.08
Uniontown, Perry	30.90
Vernon, Lamar	30.81
Vina, Franklin	30.81
Wadley, Randolph	31.17
Webb, Houston	30.90
Wetumpka, Elmore	31.08
Winnfield, Marion	30.81
Woodville, Jackson	30.99
York, Sumter	30.81

ARIZONA

Phoenix, Maricopa	30.02

ARKANSAS

Arkadelphia, Clark	30.60
Ashdown, Little River	30.60
Batesville, Independence	30.60
Blytheville, Mississippi	30.65
Boughton, Nevada	30.60
Brinkley, Monroe	30.65
Camden, Ouachita	30.60
Conway, Faulkner	30.60
Cotton Plant, Woodruff	30.65
Dardanelle, Yell	30.60
Dell, Mississippi	30.65
Dumas, Desha	30.63
Earle, Crittenden	30.65
England, Lonoke	30.63
Eudora, Chicot	30.63
Evadale, Mississippi	30.63
Fordyce, Dallas	30.60
Forrest City, St. Francis	30.65
Fort Smith, Sebastian	30.60
Harrisburg, Poinsett	30.65
Helene, Phillips	30.65
Hope, Hempstead	30.60
Hughes, St. Francis	30.65
Hulbert (post office, West Memphis), Crittenden	30.68
Jonesboro, Craighead	30.65
Junction City, Union	30.60
Leachville, Mississippi	30.65
Lepanto, Poinsett	30.65
Little Rock, Pulaski	30.63
Lonoke, Lonoke	30.63
Magnolia, Columbia	30.60
Malvern, Hot Springs	30.60
Marianna, Lee	30.65
Marked Tree, Poinsett	30.65
Marvell, Phillips	30.65
McCrory, Woodruff	30.65
McGehee, Desha	30.63
Morrilton, Conway	30.60
Nashville, Howard	30.60
Newport, Jackson	30.63
Osceola, Mississippi	30.65
Paragould, Greene	30.65
Pine Bluff, Jefferson	30.63
Portland, Ashley	30.60
Prescott, Nevada	30.60

ARKANSAS—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Rison, Cleveland	30.63
Russellville, Pope	30.60
Searcy, White	30.63
Sparkman, Dallas	30.60
Truman, Poinsett	30.65
Waldo, Columbia	30.60
Walnut Ridge, Lawrence	30.63
Warren, Bradley	30.60
West Memphis, Crittenden	30.68
Wilson, Mississippi	30.65
Wynne, Cross	30.65

CALIFORNIA

Bakersfield, Kern	30.02
Fresno, Fresno	30.02
Pinedale, Fresno	30.02
San Francisco, San Francisco	30.02
San Pedro, Los Angeles	30.02
Tulare, Tulare	30.02

FLORIDA

Pensacola, Escambia	30.71
Live Oak, Suwanee	31.09
Mayo, Lafayette	31.09

GEORGIA

Abbeville, Wilcox	31.18
Adrian, Emanuel	31.27
Albany, Dougherty	31.18
Allentown, Wilkinson	31.27
Alma, Bacon	31.18
Americus, Sumter	31.18
Arlington, Calhoun	31.09
Athens, Clarke	31.34
Atlanta, Fulton	31.27
Augusta, Richmond	31.34
Bainbridge, Decatur	31.09
Barnesville, Lamar	31.27
Bartow, Jefferson	31.27
Baxley, Appling	31.18
Bishop, Oconee	31.34
Blackshear, Pierce	31.09
Blakely, Early	31.09
Braselton, Jackson	31.34
Bronwood, Terrell	31.18
Brooklet, Bulloch	31.27
Buchanan, Haralson	31.27
Buena Vista, Marion	31.27
Buford, Gwinnett	31.27
Butler, Taylor	31.27
Byronville, Dooly	31.18
Cadwell, Laurens	31.27
Calhoun, Gordon	31.27
Camilla, Mitchell	31.09
Canon, Franklin	31.34
Carrollton, Carroll	31.27
Cartersville, Bartow	31.27
Cedartown, Polk	31.27
Chauncey, Dodge	31.27
Chester, Dodge	31.27
Claxton, Evans	31.18
Cochran, Bleckley	31.27
Colquitt, Miller	31.09
Columbus, Muscogee	31.27
Comer, Madison	31.34
Commerce, Jackson	31.34
Conyers, Rockdale	31.27
Cordele, Crisp	31.18
Covington, Newton	31.27
Culloden, Monroe	31.27
Cuthbert, Randolph	31.09
Dallas, Paulding	31.27
Dalton, Whitfield	31.27
Davisboro, Washington	31.27
Dawson, Terrell	31.18
Dexter, Laurens	31.27
Doerun, Colquitt	31.09
Donalsonville, Seminole	31.09
Douglas, Coffee	31.18
Dublin, Laurens	31.27
Dudley, Laurens	31.27
Eastman, Dodge	31.27
East Point, Fulton	31.27
Eatonton, Putnam	31.27
Edison, Calhoun	31.09
Elberton, Elbert	31.34
Ellaville, Schley	31.27

GEORGIA—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Fairburn, Fulton	31.27
Fayetteville, Fayette	31.27
Fitzgerald, Ben Hill	31.18
Forsyth, Monroe	31.27
Fort Gaines, Clay	31.09
Fort Valley, Peach	31.27
Gainesville, Hall	31.34
Garfield, Emanuel	31.27
Gay, Meriwether	31.27
Glenville, Tattnall	31.18
Grantville, Coweta	31.27
Graymont, Emanuel	31.27
Greensboro, Greene	31.34
Greenville, Meriwether	31.27
Gresston, Dodge	31.27
Griffin, Spalding	31.27
Haralson, Coweta	31.27
Harrison, Washington	31.27
Hartsfield, Colquitt	31.09
Hartwell, Hart	31.34
Hawkinsville, Pulaski	31.27
Hogansville, Troup	31.27
Ideal, Macon	31.27
Jackson, Butts	31.27
Jefferson, Jackson	31.34
Jeffersonville, Twiggs	31.27
Jesup, Wayne	31.18
Jonesboro, Clayton	31.27
Kelly, Jasper	31.27
Kite, Johnson	31.27
La Grange, Troup	31.27
Lavonia, Franklin	31.34
Lawrenceville, Gwinnett	31.27
Leary, Calhoun	31.09
Leslie, Sumter	31.18
Lilly, Dooly	31.18
Lincolnton, Lincoln	31.34
Locust Grove, Henry	31.27
Logansville, Walton	31.27
Louisville, Jefferson	31.27
Lumpkin, Stewart	31.18
Macon, Bibb	31.27
Madison, Morgan	31.27
Manchester, Meriwether	31.27
Mansfield, Newton	31.27
Marietta, Cobb	31.27
Marshallville, Macon	31.27
McDonough, Henry	31.27
McRae, Telfair	31.18
Meansville, Pike	31.27
Meigs, Thomas	31.09
Metter, Candler	31.27
Midville, Burke	31.27
Milan, Dodge	31.27
Milledgeville, Baldwin	31.27
Millen, Jenkins	31.27
Monroe, Walton	31.27
Montezuma, Macon	31.27
Monticello, Jasper	31.27
Montrose, Laurens	31.27
Moreland, Coweta	31.27
Moultrie, Colquitt	31.09
Newnan, Coweta	31.27
Ochlocknee, Thomas	31.09
Ocilla, Irwin	31.18
Oglethorpe, Macon	31.27
Orchard Hill, Spalding	31.27
Parrott, Terrell	31.18
Pelham, Mitchell	31.09
Perry, Houston	31.27
Pinehurst, Dooly	31.18
Plains, Sumter	31.18
Portal, Bulloch	31.27
Pulaski, Candler	31.27
Rebecca, Turner	31.18
Rentz, Laurens	31.27
Reynolds, Taylor	31.27
Rhine, Dodge	31.27
Richland, Stewart	31.18
Rochelle, Wilcox	31.18
Rockmart, Polk	31.27
Rocky Ford, Screven	31.27
Rome, Floyd	31.27
Royston, Franklin	31.34
Rutledge, Morgan	31.27
Sandersville, Washington	31.27
Savannah, Chatham	31.27

GEORGIA—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Scotland, Telfair	31.18
Senoia, Coweta	31.27
Shady Dale, Jasper	31.27
Sharpsburg, Coweta	31.27
Shellman, Barton	31.27
Shellman, Randolph	31.09
Social Circle, Walton	31.27
Soperton, Treutlen	31.27
Sparta, Hancock	31.27
Statesboro, Bulloch	31.27
Summit, Emanuel	31.27
Swainsboro, Emanuel	31.27
Sycamore, Turner	31.18
Sylvania, Screven	31.27
Sylvester, Worth	31.18
Tallapoosa, Haralson	31.27
Taylorsville, Bartow	31.27
Temple, Carroll	31.27
Tennille, Washington	31.27
Thomaston, Upson	31.27
Thomson, McDuffie	31.34
Tignall, Wilkes	31.34
Toccoa, Stephens	31.34
Turin, Coweta	31.27
Tyrone, Fayette	31.27
Unadilla, Dooly	31.18
Valdosta, Lowndes	31.09
Vidalia, Toombs	31.18
Vienna, Dooly	31.18
Villa Rica, Carroll	31.27
Wadley, Jefferson	31.27
Warrenton, Warren	31.34
Washington, Wilkes	31.34
Watkinsville, Oconee	31.34
Waynesboro, Burke	31.27
West Point, Troup	31.27
Williamson, Pike	31.27
Winder, Barrow	31.34
Woodland, Talbot	31.27
Wrightsville, Johnson	31.27
Zebulon, Pike	31.27

LOUISIANA

Alexandria, Rapides	30.60
Arcadia, Bienville	30.60
Bernice, Union	30.60
Bryceland, Bienville	30.60
Bunkie, Avoyelles	30.60
Chatham, Jackson	30.60
Choudrant, Lincoln	30.60
Couchatta, Red River	30.60
Delhi, Richland	30.61
Dubach, Lincoln	30.60
Farmerville, Union	30.60
Ferriday, Concordia	30.62
Franklinton, Washington	30.67
Gibsland, Bienville	30.60
Haynesville, Claiborne	30.60
Homer, Claiborne	30.60
Jonesboro, Jackson	30.60
Lake Charles, Calcasieu	30.60
Lake Providence, East Carroll	30.62
Logansport, De Soto	30.60
Mansfield, De Soto	30.60
Marion, Union	30.60
Minden, Webster	30.60
Monroe, Quachita	30.60
Natchitoches, Natchitoches	30.60
Newellton, Tensas	30.62
New Orleans, Orleans	30.67
Oak Grove, West Carroll	30.61
Plain Dealing, Bossier	30.60
Rayville, Richland	30.60
Ringgold, Bienville	30.60
Ruston, Lincoln	30.60
Shreveport, Caddo	30.60
Springhill, Webster	30.60
Tallulah, Madison	30.62
Winnsboro, Franklin	30.60

MISSISSIPPI

Aberdeen, Monroe	30.71
Amory, Monroe	30.71
Batesville, Panola	30.71
Belmont, Tishomingo	30.71
Belzoni, Humphreys	30.67
Booneville, Prentiss	30.71

MISSISSIPPI—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Brookhaven, Lincoln	30.68
Canton, Madison	30.71
Carthage, Leake	30.71
Clarksdale, Coahoma	30.67
Cleveland, Bolivar	30.67
Columbia, Marion	30.68
Columbus, Lowndes	30.71
Como, Panola	30.71
Corinth, Alcorn	30.71
Drew, Sunflower	30.67
Durant, Holmes	30.71
Forest, Scott	30.68
Gloster, Amite	30.67
Goodman, Holmes	30.71
Greenville, Washington	30.67
Greenwood, Leflore	30.67
Grenada, Grenada	30.71
Gulfport, Harrison	30.67
Hattiesburg, Forrest	30.68
Hollandale, Washington	30.67
Holly Springs, Marshall	30.71
Houston, Chickasaw	30.71
Indianola, Sunflower	30.67
Inverness, Sunflower	30.67
Itta Bena, Leflore	30.67
Jackson, Hinds	30.68
Kosciusko, Attala	30.71
Laurel, Jones	30.68
Leland, Washington	30.67
Lexington, Holmes	30.67
Liberty, Amite	30.68
Louisville, Winston	30.71
Macon, Noxubee	30.71
Magee, Simpson	30.68
Magnolia, Pike	30.68
Marks, Quitman	30.67
McComb, Pike	30.68
Meridian, Lauderdale	30.71
Mount Olive, Covington	30.68
Natchez, Adams	30.67
New Albany, Union	30.71
Newton, Newton	30.68
Okolona, Chickasaw	30.71
Oxford, Lafayette	30.71
Philadelphia, Neshoba	30.71
Pontotoc, Pontotoc	30.71
Port Gibson, Claiborne	30.67
Quitman, Clarke	30.68
Ripley, Tippan	30.71
Rolling Fork, Sharkey	30.67
Rosedale, Bolivar	30.67
Ruleville, Sunflower	30.67
Shaw, Bolivar	30.67
Shelby, Bolivar	30.67
Shuqualak, Noxubee	30.71
Summitt, Pike	30.68
Tulpelo, Lee	30.71
Tutwiler, Tallahatchie	30.67
Tylertown, Walthall	30.68
Union, Newton	30.71
Vicksburg, Warren	30.67
Water Valley, Yalobusha	30.71
Wesson, Copiah	30.68
West Point, Clay	30.71
Yazoo City, Yazoo	30.67

MISSOURI

Arbyrd; Dunklin	30.65
Caruthersville, Pemiscot	30.65
Charleston, Mississippi	30.63
Hayti, Pemiscot	30.65
Kennett, Dunklin	30.63
Lilbourn, New Madrid	30.63
Malden, Dunklin	30.63
Portageville, New Madrid	30.65
Sikeston, Scott	30.63

NEW MEXICO

Artesia, Eddy	30.38
Cameo, Roosevelt	30.38
Carlsbad, Eddy	30.38
Delphos, Roosevelt	30.38
Elida, Roosevelt	30.38
Hagerman, Chaves	30.38
Kenna, Roosevelt	30.38
Kermit, Roosevelt	30.38
Krider, Roosevelt	30.38
Las Cruces, Dona Ana	30.37

NEW MEXICO—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Portales, Roosevelt	30.38
Roswell, Chaves	30.38
Tolar, Roosevelt	30.38
Tornero, Roosevelt	30.38
Yerba, Roosevelt	30.38

NORTH CAROLINA

Avondale, Rutherford	31.44
Battlesboro, Nash	31.37
Benson, Johnston	31.37
Bethel, Pitt	31.37
Bladenboro, Bladen	31.37
Bostic, Rutherford	31.44
Candor, Montgomery	31.44
Carthage, Moore	31.44
Charlotte, Mecklenburg	31.44
Cherryville, Gaston	31.44
Clayton, Johnston	31.37
Clinton, Sampson	31.37
Columbus, Polk	31.44
Concord, Cabarrus	31.44
Dunn, Harnett	31.37
Durham, Durham	31.44
Edenton, Chowan	31.37
Elizabeth City, Pasquotank	31.37
Enfield, Halifax	31.37
Farmville, Pitt	31.37
Fayetteville, Cumberland	31.37
Forest City, Rutherford	31.44
Franklin, Macon	31.44
Gastonia, Gaston	31.44
Goldsboro, Wayne	31.37
Greensboro, Guilford	31.44
Gumberry, Northampton	31.37
Harris, Rutherford	31.44
Henderson, Vance	31.37
Hickory, Catawba	31.44
Hope Hills, Cumberland	31.37
Jackson, Northampton	31.37
Kings Mountain, Cleveland	31.44
Kinston, Lenoir	31.37
La Grange, Lenoir	31.37
Laurel Hill, Scotland	31.37
Laurinburg, Scotland	31.37
Lewiston, Bertie	31.37
Lilesville, Anson	31.44
Lincolnton, Lincoln	31.44
Littleton, Halifax	31.37
Louisburg, Franklin	31.37
Lumberton, Robeson	31.37
East Lumberton, Robeson	31.37
Marshville, Union	31.44
Matthews, Mecklenburg	31.44
Maxton, Robeson	31.37
Monroe, Union	31.44
Mooresville, Iredell	31.44
Morven, Anson	31.44
Mount Gilead, Montgomery	31.44
Mount Olive, Wayne	31.37
Nashville, Nash	31.37
Newton, Catawba	31.44
Norlina, Warren	31.37
Parkton, Robeson	31.37
Pates, Robeson	31.37
Pembroke, Robeson	31.37
Pikeville, Wayne	31.37
Pinetops, Edgecombe	31.37
Raeford, Hoke	31.37
Raleigh, Wake	31.37
Ranlo, Gaston	31.44
Red Springs, Robeson	31.37
Rich Square, Northampton	31.37
Reidsville, Rockingham	31.44
Roanoke Rapids, Halifax	31.37
Rockingham, Richmond	31.44
Rocky Mount, Edgecombe	31.37
Rowland, Robeson	31.37
Rutherfordton, Rutherford	31.44
Saint Pauls, Robeson	31.37
Salisbury, Rowan	31.44
Sanford, Lee	31.44
Scotland Neck, Halifax	31.37
Shelby, Cleveland	31.44
Smithfield, Johnston	31.37
Spring Hope, Nash	31.37
Stantonsburg, Wilson	31.37
Statesville, Iredell	31.44

NORTH CAROLINA—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Tarboro, Edgecombe	31.37
Wadesboro, Anson	31.44
Wagram, Scotland	31.37
Wake Forest, Wake	31.37
Warrenton, Warren	31.37
Washington, Beaufort	31.37
Weldon, Halifax	31.37
Wilmington, New Hanover	31.37
Wilson, Wilson	31.37
Woodland, Northampton	31.37

OKLAHOMA

Ada, Pontotoc	30.60
Altus, Jackson	30.53
Anadarko, Caddo	30.53
Ardmore, Carter	30.53
Blanchard, McClain	30.53
Carter, Beckham	30.53
Chandler, Lincoln	30.53
Chickasha, Grady	30.53
Clinton, Custer	30.53
Cushing, Payne	30.60
Durant, Bryan	30.60
Elk City, Beckham	30.53
Erick, Beckham	30.53
Frederick, Tillman	30.53
Foss, Washita	30.53
Guthrie, Logan	30.53
Hobart, Kiowa	30.53
Hollis, Harmon	30.53
Hugo, Choctaw	30.60
Lawton, Comanche	30.53
Lindsay, Garvin	30.53
Mangum, Greer	30.53
Marlow, Stephens	30.53
McAlester, Pittsburg	30.60
Mountain View, Kiowa	30.53
Muskogee, Muskogee	30.60
Oklahoma City, Oklahoma	30.53
Pauls Valley, Garvin	30.53
Ryan, Jefferson	30.53
Sentinel, Washita	30.53
Shawnee, Pottawatomie	30.60
Snyder, Kiowa	30.53
Stroud, Lincoln	30.60
Tipton, Tillman	30.53
Waurika, Jefferson	30.53
Weleetka, Okfuskee	30.60
Wynnewood, Garvin	30.53

SOUTH CAROLINA

Abbeville, Abbeville	31.44
Aiken, Aiken	31.44
Allendale, Allendale	31.37
Anderson, Anderson	31.44
Andrews, Georgetown	31.37
Angelus, Chesterfield	31.44
Ashwood, Lee	31.37
Atkins, Lee	31.37
Bamberg, Bamberg	31.37
Barnwell, Barnwell	31.37
Batesburg, Lexington	31.44
Belton, Anderson	31.44
Bennettsville, Marlboro	31.37
Bethune, Kershaw	31.44
Bishopville, Lee	31.37
Blacksburg, Cherokee	31.44
Blackstock, Fairfield	31.44
Blackville, Barnwell	31.37
Blairs, Fairfield	31.44
Blaney, Kershaw	31.44
Blenheim, Marlboro	31.37
Bowman, Orangeburg	31.37
Boykin, Kershaw	31.44
Brunson, Hampton	31.37
Calhoun Falls, Abbeville	31.44
Camden, Kershaw	31.44
Cameron, Calhoun	31.37
Campobello, Spartanburg	31.44
Carlisle, Union	31.44
Catawba, York	31.44
Cateechee, Pickens	31.44
Central, Pickens	31.44
Charleston, Charleston	31.37
Chappells, Newberry	31.44
Cheraw, Chesterfield	31.44
Chesnee, Spartanburg	31.44
Chester, Chester	31.44

SOUTH CAROLINA—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Chesterfield, Chesterfield	31.44
Clayton, Fairfield	31.44
Clinton, Laurens	31.44
Clio, Marlboro	31.37
Clover, York	31.44
Columbia, Richland	31.44
Conestee, Greenville	31.44
Cope, Orangeburg	31.37
Cordova, Orangeburg	31.37
Cowpens, Spartanburg	31.44
Crocketville, Hampton	31.37
Cross Anchor, Spartanburg	31.44
Cross Hill, Laurens	31.44
Darlington, Darlington	31.37
Davis Station, Clarendon	31.37
Dillon, Dillon	31.37
Drake, Marlboro	31.37
Due West, Abbeville	31.44
Dunbar, Marlboro	31.37
Dunbarton, Barnwell	31.37
Duncan, Spartanburg	31.44
Easley, Pickens	31.44
Edgefield, Edgefield	31.44
Ehrhardt, Bamberg	31.37
Elko, Barnwell	31.37
Ellenton, Aiken	31.44
Elliot, Lee	31.37
Elloree, Orangeburg	31.37
Enoree, Spartanburg	31.44
Estill, Hampton	31.37
Eureka, Aiken	31.44
Eutawville, Orangeburg	31.37
Fairfax, Allendale	31.37
Fair Forest, Spartanburg	31.44
Filbert, York	31.44
Fingerville, Spartanburg	31.44
Florence, Florence	31.37
Fountain Inn, Greenville	31.44
Gaffney, Cherokee	31.44
Gray Court, Laurens	31.44
Greenville, Greenville	31.44
Greenwood, Greenwood	31.44
Greer, Greenville	31.44
Hamer, Dillon	31.37
Hampton, Hampton	31.37
Hartsville, Darlington	31.37
Heath Springs, Lancaster	31.44
Hickory Grove, York	31.44
Holly Hill, Orangeburg	31.37
Honea Path, Anderson	31.44
Inman, Spartanburg	31.44
Iva, Anderson	31.44
Jefferson, Chesterfield	31.44
Jenkinsville, Fairfield	31.44
Johnsonville, Florence	31.37
Johnston, Edgefield	31.44
Jonesville, Union	31.44
Kershaw, Kershaw	31.44
Kings Creek, Cherokee	31.44
Kingstree, Williamsburg	31.37
Kline, Barnwell	31.37
Kollocks, Marlboro	31.37
Lake City, Florence	31.37
Lamar, Darlington	31.37
Lancaster, Lancaster	31.44
Landrum, Spartanburg	31.44
Lanford, Laurens	31.44
Latta, Dillon	31.37
Laurens, Laurens	31.44
Leesville, Lexington	31.44
Lester, Marlboro	31.37
Liberty, Pickens	31.44
Little Rock, Dillon	31.37
Lowrys, Chester	31.44
Luray, Hampton	31.37
Lynchburg, Lee	31.37
Manning, Clarendon	31.37
Marion, Marion	31.37
Mauldin, Greenville	31.44
Mayesville, Sumter	31.37
McCall, Marlboro	31.37
McCormick, McCormick	31.44
Mount Carmel, McCormick	31.44
Mount Croghan, Chesterfield	31.44
Neeses, Orangeburg	31.37
Newberry, Newbery	31.44
Newry, Oconee	31.44
New Zion, Clarendon	31.37

SOUTH CAROLINA—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Ninety Six, Greenwood	31.44
Norris, Pickens	31.44
North, Orangeburg	31.37
North Charleston, Charleston	31.37
Norway, Orangeburg	31.37
Olanta, Florence	31.37
Olar, Bamberg	31.37
Orangeburg, Orangeburg	31.37
Owings, Laurens	31.44
Pageland, Chesterfield	31.44
Pamplico, Florence	31.37
Parksville, McCormick	31.44
Pelzer (Route 2), Anderson	31.44
Pendleton, Anderson	31.44
Pickens, Pickens	31.44
Piedmont, Greenville	31.44
Plum Branch, McCormick	31.44
Pomaria, Newberry	31.44
Princeton, Laurens	31.44
Remini, Clarendon	31.37
Richburg, Chester	31.44
Ridge Spring, Saluda	31.44
Ridgeway, Fairfield	31.44
Rock Hill, York	31.44
Roebuck, Spartanburg	31.44
Rowesville, Orangeburg	31.37
Saint Matthews, Calhoun	31.37
Salley, Aiken	31.44
Saluda, Saluda	31.44
Sandy Springs, Anderson	31.44
Scotia, Hampton	31.37
Seigling, Allendale	31.37
Seneca, Oconee	31.44
Sharon, York	31.44
Silver, Clarendon	31.37
Simpsonville, Greenville	31.44
Six Mile, Pickens	31.44
Smoaks, Colleton	31.37
Spartanburg, Spartanburg	31.44
Springfield, Orangeburg	31.37
Starr, Anderson	31.44
Summerton, Clarendon	31.37
Sumter, Sumter	31.37
Swansea, Lexington	31.44
Tatum, Marlboro	31.37
Timmonsville, Florence	31.37
Trenton, Edgefield	31.44
Union, Union	31.44
Vance, Orangeburg	31.37
Van Wyck, Lancaster	31.44
Wagener, Aiken	31.44
Walhalla, Oconee	31.44
Waterloo, Laurens	31.44
Wedgefield, Sumter	31.37
Westminister, Oconee	31.44
West Union, Oconee	31.44
Whitmire, Newberry	31.44
Whitney, Spartanburg	31.44
Williamston, Anderson	31.44
Williston, Barnwell	31.37
Windsor, Aiken	31.44
Winnsboro, Fairfield	31.44
Wisacky, Lee	31.37
Wolfton, Orangeburg	31.37
Woodruff, Spartanburg	31.44
York, York	31.44

TENNESSEE

City and county	Basis Middling White and Extra White 15/16" loan rate
Appleton, Lawrence	30.81
Brownsville, Haywood	30.70
Chattanooga, Hamilton	31.17
Covington, Tipton	30.70
Decherd, Franklin	30.93
Dunn, Lawrence	30.81
Dyersburg, Dyer	30.70
Elora, Lincoln	30.90
Fayetteville, Lincoln	30.90
Five Points, Lawrence	30.81
Henderson, Chester	30.71
Jackson, Madison	30.71
Lawrenceburg, Lawrence	30.81
Loretto, Lawrence	30.81
Memphis, Shelby	30.71
Milan, Gibson	30.70
Murfreesboro, Rutherford	30.90
Ripley, Lauderdale	30.70
Tiptonville, Lake	30.70
Winchester, Franklin	30.93

TEXAS

City and county	Basis Middling White and Extra White 15/16" loan rate
Abernathy, Hale	30.46
Abilene, Taylor	30.51
Ackerly, Dawson	30.46
Acuff, Lubbock	30.46
Afton, Dickens	30.51
Alba, Wood	30.60
Alvarado, Johnson	30.53
Amarillo, Potter	30.46
Amherst, Lamb	30.46
Anna, Collin	30.60
Anson, Jones	30.51
Anton, Hockley	30.46
Asherman, Stonewall	30.51
Athens, Henderson	30.60
Atlanta, Cass	30.60
Austin, Travis	30.53
Austonio, Houston	30.53
Avery, Red River	30.60
Baileyboro, Bailey	30.46
Ballinger, Runnels	30.51
Barry, Navarro	30.53
Bartlett, Bell	30.53
Beaumont, Jefferson	30.60
Beckville, Panola	30.60
Belton, Bell	30.53
Bertram, Burnett	30.53
Big Spring, Howard	30.46
Bledsoe, Cochran	30.46
Bloomburg, Cass	30.60
Bogata, Red River	30.60
Bonham, Fannin	30.60
Bovina, Parmer	30.46
Brady, McCulloch	30.51
Brenham, Washington	30.53
Broadview, Lubbock	30.46
Brownfield, Terry	30.46
Brownsville, Cameron	30.46
Brownwood, Brown	30.53
Bryan, Brazos	30.53
Bula, Bailey	30.46
Bynum, Hill	30.53
Caldwell, Burleson	30.53
Calvert, Robertson	30.53
Cameron, Milan	30.53
Carthage, Panola	30.60
Celina, Collin	30.53
Center, Shelby	30.60
Childress, Childress	30.51
Chilliocothe, Hardeman	30.53
Clarendon, Donley	30.46
Clarksville, Red River	30.60
Cleburne, Johnson	30.53
Coble, Hockley	30.46
Coleman, Coleman	30.51
Colorado City, Mitchell	30.51
Commerce, Hunt	30.60
Cooper, Delta	30.60
Corpus Christi, Nueces	30.49
Corsicana, Navarro	30.53
Crockett, Houston	30.53
Crosbyton, Crosby	30.46
Cuero, De Witt	30.53
Daingerfield, Morris	30.60
Dallas, Dallas	30.53
Dean, Clay	30.53
Dean, Hockley	30.46
Dean, Leon	30.53
Decatur, Wise	30.53
Denison, Grayson	30.60
Denton, Denton	30.53
Depart, Lamar	30.60
Draw, Lynn	30.46
Dublin, Erath	30.53
Eden, Concho	30.51
Edgewood, Van Zandt	30.60
El Campo, Wharton	30.53
Elgin, Bastrop	30.53
Elkhart, Anderson	30.53
El Paso, El Paso	30.37
Elysian Fields, Harrison	30.60
Emhouse, Navarro	30.53
Enloe, Delta	30.60
Ennis, Ellis	30.53
Enochs, Bailey	30.46
Fabens, El Paso	30.37
Fairfield, Freestone	30.53
Farwell, Parmer	30.46

TEXAS—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Floydada, Floyd	30.51
Forney, Kaufman	30.53
Fort Stockton, Pecos	30.44
Fort Worth, Tarrant	30.53
Frisco, Collin	30.53
Gainesville, Cooke	30.60
Galveston, Galveston	30.60
Ganado, Jackson	30.53
Garland, Dallas	30.60
Gary, Panola	30.60
Gatesville, Coryell	30.53
Gilmer, Upshur	30.60
Gonzales, Gonzales	30.53
Grand Saline, Van Zandt	30.60
Grandview, Johnson	30.53
Granger, Williamson	30.53
Grapeland, Houston	30.53
Grassland, Lynn	30.46
Greenville, Hunt	30.60
Hale Center, Hale	30.46
Hamilton, Hamilton	30.53
Hamlin, Jones	30.51
Harlingen, Cameron	30.46
Haskell, Haskell	30.51
Hearne, Robertson	30.53
Hebron, Denton	30.53
Hedley, Donley	30.51
Henderson, Rusk	30.60
Hereford, Deaf Smith	30.46
Hico, Hamilton	30.53
Hillsboro, Hill	30.53
Honey Grove, Fannin	30.60
Houston, Harris	30.60
Hubbard, Hill	30.53
Hughes Springs, Cass	30.60
Huntsville, Walker	30.53
Irene, Hill	30.53
Itasca, Hill	30.53
Jacksonville, Cherokee	30.60
Jayton, Kent	30.51
Jarrell, Williamson	30.53
Jefferson, Marion	30.60
Jewett, Leon	30.53
Kaufman, Kaufman	30.60
Kenedy, Karnes	30.49
Kerens, Navarre	30.53
Killeen, Bell	30.53
Knox City, Knox	30.51
Krum, Denton	30.53
Ladonia, Fannin	30.60
La Grange, Fayette	30.53
Lamesa, Dawson	30.46
Levelland, Hockley	30.46
Lindale, Smith	30.60
Littlefield, Lamb	30.46
Lockhart, Caldwell	30.53
Lockney, Floyd	30.46
Longview, Gregg	30.60
Loraine, Mitchell	30.51
Lorenzo, Crosby	30.46
Lovelady, Houston	30.53
Lubbock, Lubbock	30.46
Lueders, Jones	30.51
Madisonville, Madison	30.53
Marlin, Falls	30.53
Marshall, Harrison	30.60
Mart, McLennan	30.53
Maypearl, Ellis	30.53
McAdoo, Dickens	30.51
McGregor, McLennan	30.53
McKinney, Collin	30.60
McLean, Gray	30.51
Meadow, Terry	30.46
Memphis, Hall	30.51
Merita, Tom Green	30.51
Merkel, Taylor	30.51
Mexia, Limestone	30.53
Midlothian, Ellis	30.53
Midway, Madison	30.46
Mineola, Wood	30.60
Morton, Cochran	30.46
Mount Pleasant, Titus	30.60
Muleshoe, Bailey	30.46
Munday, Knox	30.51
Nacogdoches, Nacogdoches	30.60
Naples, Morris	30.60
Navasota, Grimes	30.53

TEXAS—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Needmore, Bailey	30.46
Needmore, Delta	30.60
New Boston, Bowie	30.60
New Braunfels, Comal	30.53
New Home, Lynn	30.46
New Moore, Lynn	30.46
Nocona, Montague	30.53
Norton, Runnels	30.51
Oasis, Dallas	30.53
O'Donnell, Lynn	30.46
Old Glory, Stonewall	30.51
Olton, Lamb	30.46
Omaha, Morris	30.60
Paducah, Cottle	30.51
Palestine, Anderson	30.53
Paris, Lamar	30.60
Patricia, Dawson	30.46
Peacock, Stonewall	30.51
Pecos, Reeves	30.44
Petersburg, Hale	30.46
Pettit, Hockley	30.46
Pilot Point, Benton	30.53
Pittsburg, Camp	30.60
Plainview, Hale	30.46
Plano, Collin	30.60
Port Lavaca, Calhoun	30.53
Post, Garza	30.46
Princeton, Collin	30.60
Prosper, Collin	30.53
Quanah, Hardeman	30.53
Quitaque, Briscoe	30.46
Quitman, Wood	30.60
Radium, Jones	30.51
Ralls, Crosby	30.46
Refugio, Refugio	30.53
Rice, Navarro	30.53
Roans Prairie, Grimes	30.53
Roaring Springs, Motley	30.51
Robstown, Nueces	30.49
Roby, Fisher	30.51
Rochelle, McCulloch	30.51
Rochester, Haskell	30.51
Rockwall, Rockwall	30.60
Ropesville, Hockley	30.46
Roscoe, Nolan	30.51
Rosebud, Falls	30.53
Rotan, Fisher	30.51
Rowlett, Dallas	30.60
Royse City, Rockwall	30.60
Rule, Haskell	30.51
Salado, Bell	30.53
San Angelo, Tom Green	30.51
San Augustine, San Augustine	30.60
San Marcos, Hays	30.53
Schulenburg, Fayette	30.53
Seagraves, Gaines	30.46
Seguin, Guadalupe	30.53
Seymour, Baylor	30.53
Shallowater, Lubbock	30.46
Shamrock, Wheeler	30.51
Sherman, Grayson	30.60
Shiner, Lavaca	30.53
Shiro, Grimes	30.53
Silverton, Briscoe	30.46
Slaton, Lubbock	30.46
Snyder, Scurry	30.51
Spade, Mitchell	30.46
Spade, Lamb	30.51
Spur, Dickens	30.51
Stamford, Jones	30.51
Stanton, Martin	30.46
Streetman, Freestone	30.53
Sudan, Lamb	30.46
Sulphur Springs, Hopkins	30.60
Sweetwater, Nolan	30.51
Swenson, Stonewall	30.51
Taft, San Patricio	30.49
Tahoka, Lynn	30.46
Tatum, Rusk	30.60
Taylor, Williamson	30.53
Teague, Freestone	30.53
Temple, Bell	30.53
Tenaha, Shelby	30.60
Terrell, Kaufman	30.60
Texarkana, Bowie	30.60
Texas City, Galveston	30.60
Timpson, Shelby	30.60

TEXAS—Continued

City and county	Basis Middling White and Extra White 15/16" loan rate
Troup, Smith	30.60
Turkey, Hall	30.46
Twitty, Wheeler	30.51
Tyler, Smith	30.60
Valley Mills, Bosque	30.53
Venus, Johnson	30.53
Vernon, Wilbarger	30.53
Victoria, Victoria	30.53
Waco, McLennan	30.53
Waxahachie, Ellis	30.53
Wellington, Collingsworth	30.51
West, McLennan	30.53
Whitewright, Grayson	30.60
Whitharral, Hockley	30.46
Wichita Falls, Wichita	30.53
Wills Point, Van Zandt	30.60
Wilson, Lynn	30.46
Winnsboro, Wood	30.60
Winters, Runnels	30.51
Wolfe City, Hunt	30.60
Wolfforth, Lubbock	30.46
Yoakum, Lavaca	30.53
Yorktown, De Witt	30.53

VIRGINIA

Brodnax, Brunswick	31.37
Kenbridge, Lunenburg	31.37
Norfolk, Norfolk	31.37

Sec. 302, 52 Stat. 43, as amended, sec. 8, 56 Stat. 767, as amended, Pub. Law 806, 80th Cong., 7 U. S. C. 1302, 50 U. S. C., App., 968.

Issued this 3d day of September, 1948.

[SEAL] HAROLD K. HILL,
Acting Manager,
Commodity Credit Corporation.

Approved: September 3, 1948.

RALPH S. TRIGG,
President, Commodity Credit Corporation.

[F. R. Doc. 48-8134; Filed, Sept. 9, 1948; 8:57 a. m.]

[1948 C. C. C. Dry Edible Bean Bulletin 1]

PART 276—DRY EDIBLE BEAN LOAN AND PURCHASE AGREEMENTS

1948 DRY EDIBLE BEAN PRICE SUPPORT PROGRAM BULLETIN

This bulletin states the requirements with respect to the 1948 Dry Edible Bean Loan and Purchase Agreement Program formulated by the Commodity Credit Corporation (hereinafter referred to as CCC) and the Production and Marketing Administration (hereinafter referred to as PMA) Loans and purchase agreements will be made available to producers and cooperative marketing associations of producers (hereinafter referred to as the producer) on eligible beans in accordance with this bulletin.

Sec.

AUTHORITY: §§ 276.201 to 276.224, inclusive, issued under sec. 4 (a), 55 Stat. 498, as amended, sec. 1 (b), Pub. Law 897, 80th Cong., sec. 5 (a), Pub. Law 806, 80th Cong., 15 U. S. C. 713a-8 (a).

§ 276.201 *Administration.* The program will be administered in the field through CCC field offices, State PMA committees, and county agricultural conservation committees, under the general supervision and direction of the Manager, CCC. Forms will be distributed through the offices of State and county committees. County committees will determine or cause to be determined the quantity and quality of the beans, the amount of the loan, and the value of the eligible beans delivered under a loan or purchase agreement. All loan and purchase documents will be completed and approved by the county committee, which will retain copies of all such documents. The county committee may designate in writing certain employees of the county agricultural conservation association to approve such forms on behalf of the committee.

The county committee will furnish the borrower with the names of local lending agencies approved for making disbursements on loan documents or with the address of the CCC field office to which loan documents may be forwarded for disbursement.

§ 276.202 *Availability of loans and purchases*—(a) *Area.* Loans and purchase agreements shall be available to producers of eligible beans produced in the States of Arizona, California, Colorado, Idaho, Michigan, Minnesota, Montana, Nebraska, North Dakota, New Mexico, New York, South Dakota, Utah, Washington, Wisconsin, and Wyoming, and such other States as CCC may hereafter designate.

(b) *Time.* Loans and purchase agreements shall be available through December 31, 1948, and the applicable documents must be signed by the producer and delivered or mailed to the county committee not later than such date.

(c) *Source.* Loans shall be made to producers direct by CCC field offices and by lending agencies under lending agency agreements with CCC. Purchase agreements shall be made through the offices of the county agricultural conservation committees.

§ 276.203 *Approved lending agencies.* An approved lending agency shall be any bank, cooperative marketing association, corporation, partnership, individual, or other legal entity with which CCC has entered into a Lending Agency Agreement (Form PMA-97 or other form prescribed by CCC)

§ 276.204 *Eligible producer.* An eligible producer shall be any individual, partnership, association, corporation, or other legal entity producing beans in 1948 as landowner, landlord, tenant, or sharecropper.

Cooperative marketing associations of producers shall be eligible for loans and purchase agreements provided that: (1) The association markets beans produced solely by eligible producer members, (2) the producer members are bound by contract to market through the association, (3) the association has authority to obtain a loan on the security of the beans, and to give a lien thereon, and (4) the members share proportionately according to the quantity, grade and class of beans each delivers to the association.

§ 276.205 *Eligible beans.* Eligible beans (hereinafter referred to as beans) shall be dry edible beans of the following classes: Pea and Medium White, Great Northern, Small White, Flat Small White, Pink, Small Red, Pinto, Cranberry, Light Red Kidney, Dark Red Kidney, Western Red Kidney, Standard Lima, and Baby Lima produced in 1948.

Beans tendered as collateral for a loan shall have a moisture content of not more than 18 percent and, after deduction of foreign material, shall contain not more than 10 percent of other defects as these terms are defined in the U. S. Standards for Beans. In addition, such beans shall not be musty, or sour, or heating, or hot, or weevily, or materially weathered, or shall not be beans which have any commercially objectionable odor, or which are otherwise of distinctly low quality.

In order to be eligible for a loan, beans stored on the farm must have been stored in the bin or granary for at least 30 days prior to inspection for measurement, sampling, and sealing, unless otherwise approved by the State PMA committee.

Except in the case of eligible cooperative marketing associations of producers, the beneficial interest in the beans must be in the person tendering them for loan or purchase and must always have been in him, or must have been in him and a former producer whom he succeeded before the beans were harvested.

§ 276.206 *Eligible storage.* Eligible storage for beans shall meet the following requirements:

(a) *Farm storage.* Under the loan program eligible farm storage shall consist of farm bins and granaries which, as determined by the county committee, are of such substantial and permanent construction as to permit safe storage that will prevent physical loss, permit effective fumigation for the destruction of insects, and afford protection against rodents, other animals, thieves, and weather. Farm-storage loans will not be available to associations of producers.

(b) *Warehouse storage.* Under the loan and purchase program, eligible warehouse storage shall consist of warehouses for which a storage agreement (C. C. C. Bean and Pea Form H or revised form thereof) has been executed and approved by CCC for the storage of beans. Warehouse receipts referred to herein shall be negotiable warehouse receipts, representing eligible beans, issued by such warehouses, and shall conform to requirements of CCC.

§ 276.207 *Approved forms.* The approved forms consist of the loan and purchase documents which, together with the provisions of this bulletin, govern the rights and responsibilities of the producer.

Any fraudulent representation made by a producer in obtaining a loan or purchase agreement or in executing any of the loan or purchase documents, will render him subject to criminal prosecution.

Notes and chattel mortgages, note and loan agreements, and purchase agreements must have State and documentary revenue stamps affixed thereto where required by law. Loan and purchase documents executed by an administrator, executor, or trustee will be acceptable only where legally valid.

(a) *Farm storage loans.* Approved forms shall consist of producer's notes on CCC Commodity Form A, secured by chattel mortgages on CCC Commodity Form AA.

(b) *Warehouse storage loans.* Approved forms shall consist of note and loan agreements on CCC Commodity Form B, secured by negotiable warehouse receipts representing beans stored in approved warehouses. All beans pledged as security for a loan on a single CCC Commodity Form B must be stored in the same warehouse.

(c) *Purchase agreement documents.* The purchase agreement documents shall consist of the Purchase Agreement (Commodity Purchase 1) and Purchase Agreement Settlement (Commodity Purchase 4) signed by the producer and approved by the county committee, negotiable warehouse receipts, and such other forms as may be prescribed by CCC.

(d) *Warehouse receipts.* Beans stored in eligible warehouse storage under the loan or delivered under a purchase agreement program must be represented by warehouse receipts which satisfy the following requirements:

(1) Warehouse receipts must be issued in the name of the producer or producer association, must be properly endorsed in blank so as to vest title in the holder, and must be issued by an approved warehouse.

(2) CCC will not require that the warehouse insure the beans placed under loan; however, if the warehouse does insure the beans, such insurance shall inure to the benefit of CCC to the extent of its interest.

(3) Each warehouse receipt, or the supplemental certificate (in duplicate) properly identified with the warehouse receipt, must show the net weight of sound beans and the grade or all grading factors used in the determination of the quality of the beans.

§ 276.208 *Determination of quantity under loan.* Loans shall be made on the basis of sound beans. The quantity of sound beans shall be the quantity of eligible beans minus dockage and other defects as defined in the U. S. Standards for Beans.

(a) *Farm-stored.* The quantity of bulk beans stored in an approved bin or granary on a farm shall be determined by dividing the number of cubic feet of beans in such bin or granary by 2.1 and

multiplying the result by the percentage of sound beans. The result will be the net weight of sound beans in units of 100 pounds. If beans are stored in sacks a deduction of ¾ pound per sack shall be made from the gross weight.

(b) *Warehouse-stored.* The quantity of beans stored in an eligible warehouse will be the net weight multiplied by the percentage of sound beans as shown on the warehouse receipt or supplemental certificate.

§ 276.209 *Liens.* The beans must be free and clear of all liens and encumbrances, otherwise proper waivers must be obtained.

§ 276.210 *Service fees*—(a) *Loans.* Where the beans under loan are farm-stored the producer shall pay a service fee of 2 cents per 100 pounds on the quantity of sound beans placed under loan, or $3.00 whichever is greater, and where the beans under loan are warehouse-stored the producer shall pay a service fee of one cent per 100 pounds on the quantity of sound beans or $1.50 whichever is greater.

If the quantity of beans delivered in satisfaction of a loan exceeds the quantity of sound beans placed under loan, a service fee of 2 cents per 100 pounds shall be charged the producer on the excess quantity delivered.

(b) *Purchase agreements.* At the time the producer signs the purchase agreement he shall pay a service fee of one cent per 100 pounds on the quantity of beans specified by the producer on Commodity Purchase 1, as the maximum quantity he may deliver, or $1.50 whichever is greater. No refund of service fees will be made.

§ 276.211 *Set-offs.* A producer who is listed on the county debt register as indebted to any agency or corporation of the United States Department of Agriculture shall designate the agency or corporation to which he is indebted as the payee of the proceeds of the loan or purchase to the extent of such indebtedness, but not to exceed that portion of the proceeds remaining after deduction of the service fees and amount due prior lienholders. Indebtedness owing to CCC shall be given first consideration after claims of prior lienholders.

§ 276.212 *Loan and settlement rates*—(a) *Loan rate.* The loan rate shall be $5.00 per 100 pounds of sound beans.

(b) *Settlement rates.* Settlement rates f. o. b. railroad car on beans delivered at country shipping points by the producer to CCC in satisfaction of a loan or pursuant to a purchase agreement shall be as follows per 100 pounds net weight:

Class	U. S. No. 1
Pea and Medium White	$8.10
Great Northern:	
Idaho	7.70
Montana and all counties of Wyoming except Goshen, Laramie and Platte	7.80
Other areas	7.95
Small White and Flat Small White	8.30
Light Red Kidney, Dark Red Kidney and Western Red Kidney	9.60
Pinto:	
Idaho, Utah and counties of Dolores, Montezuma and San Miguel in Colorado	8.20
Class—Continued	
Pinto—Continued	
Montana; the counties of Alamosa, Archuleta, Chaffee, Custer, Conejos, Costilla, Delta, Eagle, Garfield, Grand, Gunnison, Hinsdale, Jackson, La Plata, Lake, Mesa, Mineral, Moffat, Montrose, Ouray, Park, Pitkin, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, and Summit in Colorado; all counties in Wyoming except Goshen, Laramie and Platte; and San Juan, Rio Arriba and Taos counties in New Mexico	$8.30
The counties of McKinley and Valencia in New Mexico	8.35
Other areas	8.45
Cranberry	8.95
Pink	8.40
Small Red	7.95
Baby Lima	8.35
Standard Lima	9.95

U. S. Choice Handpicked and U. S. Extra No. 1 Beans. Ten cents per 100 pounds net weight more than the applicable price for the same class of U. S. No. 1 beans set forth in this section.

U. S. No. 2 Beans. Fifteen cents per 100 pounds net weight less than the applicable price for the same class of U. S. No. 1 beans set forth in this section. If beans are delivered to a point not on a railroad the applicable settlement rate shall be reduced by the cost of transportation to the normal railroad shipping point.

§ 276.213 *Interest rate.* Loans shall bear interest at the rate of 3 percent per annum, and interest shall accrue from the date of disbursement of the loan, notwithstanding any other printed provisions of the note.

§ 276.214 *Transfer of producer's equity*—(a) *Loan.* The right of the producer, to transfer either his right to redeem the beans under loan or his remaining interest may be restricted by CCC.

(b) *Purchase agreements.* The producer may not assign his purchase agreement.

§ 276.215 *Safeguarding of the beans.* The producer obtaining a farm-storage loan is obligated to maintain the farm storage structures in good repair, and to keep the beans in good condition.

§ 276.216 *Insurance.* CCC will not require the producer to insure the beans placed under loan; however, if the producer does insure such beans such insurance shall inure to the benefit of CCC to the extent of its interest, after first satisfying the producer's equity in the beans involved in the loss.

§ 276.217 *Loss or damage to the beans*—(a) *Farm-storage.* The producer is responsible for any loss in quantity or quality of the beans placed under farm storage loan, except that uninsured physical loss or damage occurring without fault, negligence, or conversion on the part of the producer, and resulting solely from an external cause other than insect infestation or vermin will be assumed by CCC in accordance with paragraph (c) of this section, provided the producer has given the county committee immediate notice in writing of such loss or damage, and provided there has been no fraudulent representation made by the producer in the loan documents or in obtaining the loan.

(b) *Warehouse-storage.* In the case of loss or damage other than shrinkage to beans in warehouse storage the producer's account will be credited in the amount of such loss or damage in accordance with paragraph (c) of this section.

(c) *Credit for loss or damage.* The amount to be credited to the producer shall be determined by multiplying the number of cwt. of sound beans lost or destroyed by the settlement rate for U. S. No. 2 beans of the class lost or destroyed, except that if the warehouse receipt or an official inspection certificate covering the beans shows a grade of U. S. No. 2 or better, the amount credited shall be determined by multiplying the net weight of the beans lost or destroyed by the settlement rate for the class and grade of such beans.

§ 276.218 *Personal liability on loans.* The making of any fraudulent representation by the producer in the loan documents or in obtaining the loan, or the conversion or unlawful disposition of any portion of the beans by him, shall render the producer personally liable for the amount of the loan and for any resulting expense incurred by any holder of the note.

§ 276.219 *Maturity and satisfaction*—(a) *Loans.* Loans mature on demand but not later than April 30, 1949. In the case of farm storage loans, the producer is required to pay off his loan on or before maturity or to deliver the mortgage beans in accordance with instructions issued by the county committee. Credit will be given at the applicable settlement rate for the total net quantity of beans so delivered. If the settlement value of the beans delivered exceeds the amount due on the loan, the amount of the excess shall be paid to the producer. If the settlement value of the beans is less than the amount due on the loan, the amount of the deficiency, plus interest, shall be paid by the producer to CCC, or may be set off against any payment which would otherwise be made to the producer under any agricultural programs administered by the Secretary of Agriculture, or any other payments which are due or may become due to the producer from CCC or any other agency of the United States. In the event the farm is sold or there is a change of tenancy, the beans may be delivered before the maturity date of the loan upon prior approval by the county committee.

In the case of warehouse-storage loans, if the producer does not repay his loan by maturity date, CCC shall have the right to process and sell the beans in satisfaction of the loan in accordance with the provisions of the note and loan agreement. If the warehouse receipt represents identical thresher-run lots of beans, the producer must arrange to resubmit warehouse receipts on cleaned and bagged beans after maturity date in accordance with instructions issued by the county committee.

(b) *Purchase agreements.* The producer who signs a purchase agreement (Commodity Purchase 1) will not be obligated to deliver any beans to CCC. However, the quantity of beans he specified in the purchase agreement will be

the maximum quantity he may deliver to CCC. If the producer desires to deliver beans to CCC he shall, within 30 days following April 30, 1949, the maturity date of bean loans, or such earlier date as demand for payment of bean loans may be made, submit warehouse receipts representing eligible beans stored in eligible warehouse storage to the county committee for the quantity of such beans he elects to sell to CCC, or in the case of beans stored in other than eligible warehouse storage, he shall notify the county committee of his intentions to sell and request delivery instructions. The producer must then complete delivery within a 15-day period immediately following the date the county committee issues delivery instructions unless the county committee determines that more time is needed for delivery. Delivery of beans not stored in eligible warehouse storage shall be made as directed by CCC. When delivery is completed, payment will be made by sight draft drawn on CCC by the State PMA office on the basis of an approved Commodity Purchase 4. The producer shall direct on such form to whom payment of the purchase price shall be made. Eligible beans will be purchased on the basis of the weight and grade factors shown on the warehouse receipt and accompanying documents; or, if such beans are delivered to a CCC bin site, on the basis of the weight and grade determinations made by the county committee and approved by the producer.

§ 276.220 *Removal of the beans under loan.* If the loan is not satisfied upon maturity by payment or delivery, the holder of the note may remove the beans and process them and sell them, either by separate contract or after pooling them with other lots of beans similarly held. The producer has no right of redemption after the beans are pooled, but shall share ratably in any overplus remaining on liquidation of the pool. CCC shall have the right to treat the pooled beans as a reserve supply to be marketed under such sales policies as CCC determines will promote orderly marketing, protect the interest of the producers and consumers, and not unduly impair the market for the current crop of beans, even though part or all of such pooled beans are disposed of under such policies at prices less than the current domestic price for such beans. Any sum due the producer as a result of the sale of beans or of insurance proceeds thereon, or any ratable share resulting from the liquidation of a pool, shall be payable only to the producer without right of assignment by him.

§ 276.221 *Release of the beans under loan.* The producer may at any time prior to delivery to CCC obtain release of the beans under loan by paying to the holder of the note, or note and loan agreement, the principal amount thereof, plus interest. If the note is held by an out-of-town lending agency or by CCC, the producer may request that the note be forwarded to a local bank for collection. In such case, where CCC is the holder of the note, the local bank will be instructed to return the note if payment is not affected within 15 days. All charges in connection with the collection of the note shall be paid by the producer. Upon repayment of a farm-storage loan, the county committee should be requested to release the mortgage by filing an instrument of release or by a marginal release on the county recording office records. Partial release of the beans prior to maturity may be arranged with the county committee by paying to the holder of the note the amount of the loan, plus charges and accrued interest, represented by the quantity of sound beans to be released. In case of warehouse-storage loans, each partial release must cover all beans under one warehouse receipt number.

§ 276.222 *Delivery of beans to CCC.* If beans are delivered by the producer to CCC pursuant to the purchase agreement or in satisfaction of a loan, the following terms and conditions shall apply with respect to packaging, quantity, quality, delivery point and charges:

(a) *Packaging.* Beans delivered to CCC shall be packed 100 pounds net in bags equal to or better than new bags made of 36-inch, 10.4 ounce A or B quality common jute or heavier weight jute, or new cotton bags, 36-inch 2.35 yard osnaburg or 40-inch 2.50 yard osnaburg; if new bags are not available No. 1 used bags made of 36-inch 10.4 ounce A and B quality jute or heavier, free of holes, patches, or other defects, satisfactory for the proper conservation of the product, and thoroughly cleaned before being filled may be used. Bag seams must be sufficiently strong to develop the full strength of the cloth. Bags will be marked as prescribed by CCC prior to delivery.

(b) *Determination of quantity.* The quantity of beans delivered to CCC from other than an approved warehouse will be determined on the basis of official weight at the point of delivery, evidenced by scale tickets, minus the tare weight of the sacks, and shall be approved by the producer. The quantity of beans delivered to CCC in an approved warehouse shall be the weight of beans specified in the warehouse receipts or supplemental certificate.

(c) *Determination of quality.* Beans shall be of the classes specified in § 276.205, grading U. S. No. 2 or better as defined by the U. S. Standards for Beans and as evidenced by a Federal or Federal-State inspection certificate, issued by or under the supervision of the Grain Branch, PMA.

(d) *Delivery point.* Beans shall be delivered in an approved warehouse, or to an assembly point, or f. o. b. cars, country shipping point, as specified by the county committee.

(e) *Charges.* All charges, including storage, cleaning, bagging, inspection fees, etc., incurred on beans up to the time of delivery to CCC shall be paid by the producer prior to such delivery or shall be deducted from the settlement value.

If beans are delivered to CCC in satisfaction of a loan which do not meet the requirements of paragraph (c) of this section, the quantity, quality, and settlement value shall be determined by or under the supervision of the appropriate CCC field office.

§ 276.223 *Purchase of notes.* CCC will purchase, from approved lending agencies, notes evidencing approved loans which are secured by chattel mortgages or negotiable warehouse receipts. The purchase price to be paid by CCC will be the principal sums remaining due on such notes, plus accrued interest from the date of disbursement to the date of purchase at the rate of 1½ percent per annum. Lending agencies are required to submit a weekly report to CCC and to the county committees on CCC Commodity Form F, or such other form as CCC may prescribe, of all payments received on producers' notes held by them, and they are required to remit promptly to CCC an amount equivalent to 1½ percent interest per annum on the amount of the principal collected, from the date of disbursement to the date of payment. Lending agencies shall submit notes and reports to the CCC field office serving the area.

§ 276.224 *CCC field offices.* The CCC field offices and the areas served by them, are shown below:

ADDRESS AND AREA

Chicago 5, Ill., 623 South Wabash Avenue: Michigan.

Dallas 2, Tex., 1114 Commerce Street: New Mexico.

Kansas City 6, Mo., 417 East Thirteenth Street: Colorado, Nebraska, and Wyoming.

Minneapolis 1, Minn., 323 McKnight Building: Minnesota, Montana, North Dakota, South Dakota and Wisconsin.

New York 4, N. Y., 67 Broad Street, Room 1324: New York.

Portland 5, Oreg., 515 Southwest Tenth Avenue: Idaho and Washington.

San Francisco 2, Calif., 30 Van Ness Avenue: Arizona, California, and Utah.

Issued this the 3d day of September, 1948.

[SEAL] HAROLD K. HILL,
Acting Manager,
Commodity Credit Corporation.

Approved: September 3, 1948.

RALPH S. TRIGG,
President, Commodity Credit Corporation.

[F. R. Doc. 48-8135; Filed, Sept. 9, 1948; 8:57 a. m.]

TITLE 7—AGRICULTURE

Subtitle A—Office of the Secretary of Agriculture

PART 1—ADMINISTRATIVE REGULATIONS

DELEGATION OF AUTHORITY TO DETERMINE SURPLUS AGRICULTURAL COMMODITIES UNDER SECTION 112 (D) OF FOREIGN ASSISTANCE ACT

I hereby delegate the authority to determine those commodities which are surplus agricultural commodities as defined in section 112 (d) of the Foreign Assistance Act of 1948 (Public Law 472, 80th Congress) to the Administrator of the Production and Marketing Administration to be exercised in conformity with standards and procedure prescribed by me.

This delegation of authority shall be effective as of August 11, 1948.

(R. S. 161, 5 U. S. C. 22)

Done at Washington, D. C., this 3d day of September, 1948.

[SEAL] CHARLES F BRANNAN, *Secretary of Agriculture.*

[F. R. Doc. 48-8137; Filed, Sept. 9, 1948; 8:57 a. m.]

Chapter I—Production and Marketing Administration (Standards, Inspection, Marketing Practices)

PART 51—FRUITS, VEGETABLES AND OTHER PRODUCTS (GRADING, CERTIFICATION AND STANDARDS)

UNITED STATES CONSUMER STANDARDS FOR FRESH TOMATOES

On July 23, 1948, a notice of rule making was published in the FEDERAL REGISTER (F R. Doc. 48-6633; 13 F R. 4235) regarding proposed United States Consumer Standards for Fresh Tomatoes. After consideration of all relevant matters presented, including the proposals set forth in the aforesaid notice, the following United States Consumer Standards for Fresh Tomatoes are hereby promulgated under the authority contained in the Department of Agriculture Appropriation Act, 1949 (Pub. Law 712, 80th Cong., approved June 19, 1948)

§ 51.420 *Consumer standards for fresh tomatoes*—(a) *General.* (1) These standards apply only to field-grown tomatoes and not to tomatoes grown in greenhouses.

(b) *Grades*—(1) *U S. Grade A.* U. S. Grade A shall consist of tomatoes of similar varietal characteristics which are mature and are at least turning (See Maturity Classification) but are not over-ripe or soft; which are well developed, at least fairly well formed, fairly smooth, free from soft rot, freezing injury, and from damage caused by dirt, bruises, cuts, shriveling, sunscald, sunburn, puffiness, catfaces, growth cracks, scars, dry rot, other diseases, insects, hail, or mechanical or other means. Tomatoes on the shown face shall be reasonably representative in size and quality of the contents of the container. (See paragraph (c) of this section.)

(i) Incident to proper grading and handling, except for maturity, not more than 5 percent, by count, of the tomatoes in any lot may fail to meet the requirements of the grade, including not more than 1 percent for tomatoes which are affected by soft rot.

(2) *U S. Grade B.* U. S. Grade B shall consist of tomatoes of similar varietal characteristics which are mature and are at least turning (See Maturity Classification) but are not overripe or soft, and not badly misshapen; which are free from soft rot, freezing injury, and from serious damage caused by dirt, bruises, cuts, shriveling, sunscald, sunburn, puffiness, catfaces, growth cracks, scars, dry rot, other diseases, insects, hail, or mechanical or other means. Tomatoes on the shown face shall be reasonably representative in size and quality of the contents of the container (See paragraph (c) of this section)

(i) Incident to proper grading and handling, except for maturity, not more than 5 percent, by count, of the tomatoes in any lot may fail to meet the requirements of the grade, including not more than 1 percent for tomatoes which are affected by soft rot.

(c) *Size classification.* The following terms may be used for describing the size of the tomatoes in any lot:

Small	*Medium*
Under 3 oz.	3 to 6 oz., inc.
Large	*Very large*
Over 6 to 10 oz., inc.	Over 10 oz.

(1) The tomatoes may also be classed in terms of combinations of the above sizes, as "Small to Medium," "Medium to Large," "Small to Very Large," etc., in accordance with the facts.

(2) Incident to proper sizing, not more than 10 percent, by count, of the tomatoes in any lot may vary from the size specified.

(d) *Maturity classification.* Tomatoes which are characteristically red when ripe, but are not overripe or soft, may be classified for maturity as follows:

(1) Turning, when at least some part of the surface of the tomato, but less than one-half of the surface in the aggregate, is covered with pink color.

(2) Pink, when the tomato shows from one-half to three-fourths of the surface in the aggregate covered with pink or red color.

(3) Hard ripe, when the tomato shows three-fourths or more of the surface in the aggregate covered with pink or red color.

(4) Firm ripe, when the tomato shows three-fourths or more of the surface in the aggregate covered with red color characteristic of reasonably well ripened tomatoes.

(5) Incident to proper maturity determination, not more than a total of 10 percent, by count, of the tomatoes in any lot may fail to meet the maturity specified: *Provided,* That not more than 5 percent shall be allowed for tomatoes which are immature or are overripe or soft.

(e) *Off-grade tomatoes.* Tomatoes which fail to meet the requirements of either of the foregoing grades shall be Off-Grade tomatoes.

(f) *Definitions.* (1) "Similar varietal characteristics" means that the tomatoes are alike as to color, i. e., bright red varieties shall not be mixed with varieties which have a purplish tinge.

(2) "Mature" means that the tomato has reached the stage of development which will insure a proper completion of the ripening process.

(3) "Well developed" means that the tomato shows normal growth. Tomatoes which are ridged and peaked at the stem end, contain dry tissue and usually open spaces, are not considered well developed.

(4) "Fairly well formed" means that the tomato is not decidedly kidney-shaped, lopsided, elongated, angular, or otherwise deformed.

(5) "Fairly smooth" means that the tomato is not conspicuously ridged or rough.

(6) "Damage" means any defect which materially affects the appearance, or edible, shipping or keeping quality of the tomatoes. Any one of the following defects or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as damage:

(i) Cuts which are not shallow, not well healed, or when more than ½ inch in length.

(ii) Puffiness if the open space in one or more locules materially affects the appearance when the tomato is cut through the center at right angles to a line running from the stem to the blossom end.

(iii) Catfaces: These are irregular, dark, leathery scars at the blossom end of the fruit. Such scars damage the tomato when they are rough or deep, or when channels extend into the locule, or when they are fairly smooth and greater in area than a circle ⅜ inch in diameter on a 2½ inch tomato. Smaller tomatoes shall have lesser areas of fairly smooth catfaces and larger tomatoes may have greater areas, provided that such catfaces do not affect the appearance of the tomatoes to a greater extent than that caused by fairly smooth catfaces which are permitted on a 2½ inch tomato.

(iv) Growth cracks: These are ruptures or cracks radiating from the stem scar, or concentric to the stem scar. They damage the tomato when not well healed, or when more than ½ inch in length measured from the margin of the stem scar; except that very narrow, well healed cracks concentric to the stem scar shall not be considered as damage unless they are so numerous as to damage the appearance of the fruit.

(v) Scars (except catfaces), when dark colored and shallow and aggregating more than ¼ inch in diameter on a tomato 2½ inches in diameter, or lighter colored shallow scars covering a greater area when they detract from the appearance to a greater extent than a dark-colored, shallow scar ¼ inch in diameter. Smaller tomatoes shall have lesser areas of scars and larger tomatoes may have greater areas: *Provided,* That such scars do not affect the appearance of the tomatoes to a greater extent than that caused by scars which are permitted on a 2½-inch tomato. A scar which penetrates the wall of the tomato shall be considered as damage.

(vi) Dry rot such as dry type Macrosporium or Phoma, when the spot is not adjacent to the stem scar, or when adjacent to the stem scar and more than 3/16 inch in diameter.

(7) "Badly misshapen" means that the tomato is so badly deformed that its appearance is seriously affected.

(8) "Serious damage" means any defect which seriously affects the appearance, or edible, shipping, or keeping quality of the tomatoes. Any one of the following defects or any combination thereof, the seriousness of which exceeds the maximum allowed for any one defect, shall be considered as serious damage:

(i) Soft ripe tomatoes or tomatoes affected by soft rot.

(ii) Fresh holes or cuts, or any holes or cuts through the tomato wall, or

healed cuts which seriously affect the appearance of the tomato.

(iii) Tomatoes showing any effects of freezing.

(iv) Puffiness which causes the tomato to be distinctly light in weight.

(v) Growth cracks, when not well healed, or when so extensive, deep or discolored that the appearance of the tomato is seriously affected.

(vi) Scars (except catfaces) when dark colored and shallow and aggregating more than ½ inch in diameter on a tomato 2½ inches in diameter, or lighter colored, shallow scars covering a greater area when they detract from the appearance to a greater extent than a dark-colored, shallow scar ½ inch in diameter. Smaller tomatoes shall have lesser areas of scars and larger tomatoes may have greater areas, provided that such scars do not affect the appearance of the tomatoes to a greater extent than that caused by scars which are permitted on a 2½ inch tomato.

(vii) Dry rot such as dry type Macrosporium or Phoma, when the spot is not adjacent to the stem scar, or when adjacent to the stem scar and more than ¼ inch in diameter.

(viii) Fruit actually infested with worms.

(g) *Effective time.* The United States Consumer Standards for Fresh Tomatoes contained in this section shall become effective 30 days after publication hereof in the FEDERAL REGISTER.

(Pub. Law 712, 80th Cong.)

Done at Washington, D. C., this 3d day of September 1948.

[SEAL] JOHN I. THOMPSON,
Administrator Production and Marketing Administration.

[F. R. Doc. 48-8132; Filed, Sept. 9, 1948; 8:56 a. m.]

Chapter IV—Federal Crop Insurance Corporation, Department of Agriculture

PART 419—COTTON CROP INSURANCE

SUBPART—REGULATIONS FOR CONTINUOUS CONTRACTS FOR THE 1949 AND SUCCEEDING CROP YEARS

The Federal Crop Insurance Program is part of the general program of the United States Department of Agriculture administered for the benefit of agriculture.

By virtue of the authority vested in the Federal Crop Insurance Corporation by the Federal Crop Insurance Act, as amended, these regulations are hereby published and prescribed to be in force and effect with respect to continuous cotton crop insurance contracts for the 1949 and succeeding crop years, until amended or superseded by regulations hereafter made.

To the extent stated in § 419.15 the provisions of this subpart supersede the Cotton Crop Insurance Regulations for Continuous Contracts For the 1948 and Succeeding Crop Years (Yield Insurance) (12 F. R. 8061)

Sec.

AUTHORITY: §§ 419.1 to 419.17, inclusive, issued under secs. 506 (c), 507 (c), 508, 509, and 516 (b), 52 Stat. 73-75, 77, 61 Stat. 718; 7 U. S. C. 1506 (c), 1507 (c), 1508, 1509, 1516 (b).

§ 419.1 *Availability of cotton crop insurance.* (a) Cotton crop insurance under continuous contracts for the 1949 and succeeding crop years will be provided only in accordance with this subpart in not to exceed 56 counties. A list of these counties will be published by amendment to this section.

(b) Insurance on either a commodity coverage basis or a monetary coverage basis may be offered under this subpart. However, insurance on only one such basis will be provided in a county. The type of coverage applicable to each county will be designated (1) by the Corporation and shown on the county actuarial table and (2) by amendment to this section.

(c) Insurance will not be provided with respect to applications for cotton insurance filed in a county in accordance with this subpart unless such written applications, together with cotton crop insurance contracts in force for the ensuing crop year, cover at least 200 farms in the county or one-third of the farms normally producing cotton. For this purpose an insurance unit shall be counted as one farm.

§ 419.2 *Coverages per acre.* The Corporation shall establish coverages per acre by areas which shall not be in excess of the maximum limitations prescribed in the Federal Crop Insurance Act. Coverages so established shall be shown on the county actuarial table and shall be on file in the county office and may be revised from year to year as the Corporation may elect. The coverage per acre for any specific acreage shall be the coverage (for the applicable farming practice, if any) approved by the Corporation for the coverage and rate area in which the acreage is located.

§ 419.3 *Premium rates.* The Corporation shall establish premium rates per acre by areas for all acreage for which coverages are established and such rates shall be those deemed adequate to cover claims for cotton crop losses and to provide a reasonable reserve against unforeseen losses. Premium rates so established shall be shown on the county actuarial table and shall be on file in the county office and may be revised from year to year as the Corporation may elect. The premium rate per acre for any specific acreage shall be the premium rate (for the applicable farming practice, if any) approved by the Corporation for the coverage and rate area in which the acreage is located.

§ 419.4 *Application for insurance.* Application for insurance on a form entitled "Application for Cotton Crop Insurance" may be made by any person to cover his interest as landlord, owner-operator, tenant, or sharecropper, in a cotton crop. For any crop year applications shall be submitted to the county office on or before the following applicable closing date preceding such crop year.

(a) January 31 for Lubbock County, Texas.

(b) March 25 for Pinal County, Arizona; Tulare County, California; Chaves County, New Mexico; and Reeves County, Texas.

(c) March 31 for Houston County, Alabama; Burke and Dooly Counties, Georgia; Bienville, Caddo, Natchitoches, and Richland Parishes, Louisiana; Covington and Walthall Counties, Mississippi; and Bell, Collin, Ellis, Fannin, Hill, McLennan, Red River, and Williamson Counties, Texas.

(d) April 10 for all other counties.

§ 419.5 *The contract.* Upon acceptance of an application for insurance by a duly authorized representative of the Corporation, the contract shall be in effect and will consist of the application and the policy issued by the Corporation. The provisions of the commodity coverage policy are shown in § 419.16 and the provisions of the monetary coverage policy are shown in § 419.17.

§ 419.6 *Person to whom indemnity shall be paid.* (a) Any indemnity payable under a contract shall be paid to the insured or such other person as may be entitled to the benefits of the contract under the provisions of this subpart, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered, or entered therein. No officer, agent, or employee of the Corporation shall, because of any such process, order, or decree, pay or cause to be paid to any person other than the insured or other person entitled to the benefits of the contract, any indemnity payable in accordance with the provisions of the contract. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(b) The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which indemnity payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive and payment of an indemnity to such person(s) shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

§ 419.7 *Public notice of indemnities paid.* The Corporation shall provide for the posting annually in each county at the county courthouse of a list of indemnities paid for losses on farms in such county.

§ 419.8 *Death, incompetence, or disappearance of insured.* (a) If the insured dies, is judicially declared incompetent, or disappears after planting the cotton crop in any year but before the time of loss, and his insured interest in the cotton crop is a part of his estate at such time, or if the insured dies, is judicially declared incompetent, or disappears subsequent to such time, the indemnity, if any, shall be paid to the legal representative of his estate, if one is appointed or is duly qualified. If no such representative is or will be so qualified the indemnity shall be paid to the persons beneficially entitled to share in the insured interest in the crop or to any one or more of such persons on behalf of all such persons: *Provided, however* That if the indemnity exceeds $500, the Corporation may withhold the payment of the indemnity until a legal representative of the insured's estate is duly qualified to receive such payment.

(b) If the insured dies, is judicially declared incompetent or disappears after the planting of the cotton crop in any year but before the time of loss, and his interest in the crop is not a part of his estate at such time, the indemnity, if any, shall be paid to the person(s) who succeeded to his interest in the crop in the manner provided for in section 21 of the cotton crop insurance policy.

(c) If an applicant for insurance or the insured, as the case may be, dies, is judicially declared incompetent, or disappears less than 15 days before the applicable calendar closing date for the filing of applications for insurance in any year, and before the beginning of planting of the cotton crop in such year, whoever succeeds him on the farm with the right to plant the cotton crop as his heir or heirs, administrator, executor, guardian, committee, or conservator, shall be substituted for the original applicant or the insured upon filing with the county office before the beginning of planting, a statement in writing in the form and manner prescribed by the Corporation, requesting such substitution and agreeing to assume the obligations of the original applicant or the insured arising out of such application or the contract: *Provided, however* That any substitution made pursuant to this paragraph shall be effective only with respect to the cotton crop to be planted in the ensuing crop year, and the contract shall terminate at the end of such year. If no such statement is filed, as required by this paragraph, the original application or contract shall be void.

(d) In case of death of the insured after the planting of the cotton crop is begun for any crop year, any additional acreage of cotton which is planted for the insured's estate for that crop year shall be covered by the contract.

(e) Subject to the provisions of paragraph (a) of this section, the contract shall terminate upon death, judicial declaration of incompetence, or disappearance of the insured, except that if such death, judicial declaration of incompetence, or disappearance occurs after the planting of the cotton crop in any crop year but before the end of the insurance period for such year, the contract shall terminate at the end of such insurance period.

(f) The insured shall be deemed to have disappeared within the meaning of this subpart if he fails to file with the county office written notice of his new mailing address within 180 calendar days after any communication by or on behalf of the Corporation is returned undeliverable at the last known address of the insured.

§ 419.9 *Fiduciaries.* Any indemnity payable under a contract entered into in the name of a fiduciary who is no longer acting in such capacity at the time for the payment of indemnity will be made to the succeeding fiduciary upon appropriate application and proof satisfactory to the Corporation of his incumbency. If there is no succeeding fiduciary, payment of the indemnity shall be made to the persons beneficially entitled under this subpart to the insured interest in the crop, to the extent of their respective interest, upon proper application and proof of the facts: *Provided, however,* That the settlement may be made with any one or more of the persons on behalf of all the persons so entitled, whether or not the person to whom payment is made has been authorized by the other interested persons to receive such payment.

§ 419.10 *Assignment or transfer of claims for refunds of excess note payments not permitted.* No claim for a refund of an excess note payment or any part thereof, or any interest therein, shall be assignable or transferable, notwithstanding any assignment under the contract or any transfer of interest in any cotton crop covered by the contract. Refund of any excess note payment will be made only to the person who made such payment, except as provided in § 419.11.

§ 419.11 *Refund of excess note payments in case of death, incompetence, or disappearance.* In any case where a person who is entitled to a refund of an excess note payment has died, has been judicially declared incompetent, or has disappeared, the provisions of § 419.8 with reference to the payment of indemnities in any such case shall be applicable with respect to the making of any such refund.

§ 419.12 *Creditors.* An interest (including an involuntary transfer) in an insured cotton crop because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

§ 419.13 *Partial insurance protection.* (a) An applicant may elect to apply for one-half of the maximum protection available under the contract. This election may be made only on an application for insurance filed on or before the closing date for filing applications.

(b) An insured may elect, subject to approval by the Corporation, to change from maximum protection to one-half of the maximum protection available under the contract or to change from one-half protection to maximum protection. Request for such change shall be made in writing and filed with the Corporation on or before December 31 of any year. Upon approval by the Corporation, the change shall become effective beginning with the next succeeding crop year after the election.

§ 419.14 *Rounding of fractional units.* In the case of commodity coverage insurance, the premium and the total coverage shall be rounded to the nearest pound. In the case of monetary coverage insurance, the premium, the total coverage and the value of the total production shall be rounded to the nearest cent. In any case, total production shall be rounded to the nearest pound. Fractions of acres shall be rounded to the nearest tenth of an acre. Computations shall be carried one digit beyond the digit that is to be rounded. If the last digit is 1, 2, 3, or 4, the rounding shall be downward but if such digit is 5, 6, 7, 8, or 9, the rounding shall be upward.

§ 419.15 *Changes in continuous contracts for the 1948 and succeeding crop years.* If the insured had a continuous cotton crop insurance contract in force for the 1948 and succeeding crop years, and the contract has not been canceled pursuant to § 419.54 of the applicable regulations (12 F R. 8061) the contract for the 1949 and succeeding crop years shall consist of the previously accepted application for insurance and the policy issued in accordance with this subpart. Notice of changes in 1948 contracts for the 1949 crop year shall be mailed to the insured on or before December 15, 1948.

§ 419.16 *The commodity coverage policy.* The provisions of the commodity coverage policy are as follows:

In consideration of the representations and provisions in the application upon which this policy is issued, which application is made a part of the contract, and subject to the terms and conditions set forth or referred to herein, the Federal Crop Insurance Corporation (hereinafter designated as the Corporation) does hereby insure

Name	Policy number

Address	County	State

(hereinafter designated as the insured) against loss of lint cotton production on his cotton crop while in the field, due to unavoidable causes including drought, flood, hail, wind, frost, winter-kill, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease and such other unavoidable causes as may be

determined by the Board of Directors of the Corporation. (For irrigated acreage, see section 31.) In witness whereof, The Federal Crop Insurance Corporation has caused this policy to be issued this _____ day of _____ _____ 19____.

FEDERAL CROP INSURANCE CORPORATION,
By _____
State Crop Insurance Director

TERMS AND CONDITIONS

1. *Insurable acreage.* For each crop year of the contract, any acreage is insurable only if a coverage is established therefor for that crop year on the county actuarial table (including maps and related forms) before the applicable calendar closing date for filing applications for insurance, provided the farming practice followed on such acreage is one for which a coverage was established.

2. *Responsibility of insured to report acreage and interest.* (a) Promptly after planting a cotton crop each year, the insured shall submit to the Corporation, on a form entitled "Cotton Crop Insurance Acreage Report," a report over his signature, of all acreage in the county planted to cotton in which he has an interest at the time of planting. This report shall show the acreage of cotton for each insurance unit and his interest in each at the time of planting. If the insured does not have an insurable interest in cotton planted in any year, the acreage report shall nevertheless be submitted promptly after the planting of cotton is generally completed in the county. Any acreage report submitted by the insured shall be considered final and not subject to change by the insured.

(b) The Corporation may elect to determine that the insured acreage is "zero" if the insured fails to file an acreage report within 30 days after cotton planting is generally completed in the county, as determined by the Corporation.

(c) Failure of the county office to request submission of such report or to send a personal representative to obtain the report shall not relieve the insured of the responsibility to make such report.

3. *Insured acreage.* The insured acreage with respect to each insurance unit shall be the acreage of cotton planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect, except that insurance shall not attach with respect to (a) any acreage planted to cotton which is destroyed or substantially destroyed (as defined in section 15) and on which it is practical to replant to cotton, as determined by the Corporation, and such acreage is not replanted to cotton, (b) any acreage initially planted to cotton too late to expect a normal crop to be produced as determined by the Corporation, (c) new ground acreage planted to cotton the first year of cultivation, and (d) any acreage planted to cotton following in the same crop year a small grain crop which reaches the heading stage. (For irrigated acreage, see section 31.)

4. *Insured interest.* The insured interest in the cotton crop covered by the contract shall be the interest of the insured at the time of planting as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect. For the purpose of determining the amount of loss the insured interest shall not exceed the insured's actual interest at the time of loss or the beginning of harvest whichever occurs first.

5. *Coverage per acre.* (a) The coverage per acre is progressive by stages of production and shall be that approved by the Corporation for the area in which the insured acreage is located, and shall be shown by practice(s) on the county actuarial table which shall be on file in the county office. There are four stages of production as follows:

First stage. After it is too late to plant cotton but before the first cultivation.

Second stage. After the first cultivation but before laying by;

Third stage. After laying by but before harvest; and

Fourth stage. After harvest and to the end of the insurance period.

(b) If the cotton crop on any acreage is destroyed or substantially destroyed, as defined in section 15, the coverage applicable thereto shall be that established for the area in which the acreage is located and for the stage of production reached by the crop at the time of destruction or substantial destruction.

6. *Fixed price.* The fixed price per pound for any crop year shall be 90 percent of the parity price of cotton as officially determined by the Secretary of Agriculture for November 15 preceding the crop year, with differentials as determined by the Corporation for the applicable grade and staple and the location of the insurance unit. Each year the amount of the premium and the indemnity, if any, shall be determined by using the fixed price per pound for such year. This price shall be on file in the county office not later than December 15 preceding the crop year for which it applies.

7. *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the cotton is planted. Insurance shall cease with respect to any portion of the cotton crop covered by the contract upon removal from the field, upon being housed, or upon disposal of the unharvested crop or transfer of interest in unharvested cotton after harvest has commenced, but in no event shall the insurance remain in effect later than the applicable date set forth as the end of the insurance period in section 32, unless such time is extended in writing by the Corporation.

8. *Life of contract, cancellation thereof.* (a) Subject to the provisions of paragraph (d) of this section, the contract shall be in effect for the 1949 crop year and shall continue in effect for each succeeding crop year until either party gives to the other party, on or before December 31 of any year, written notice of cancellation, effective at the beginning of the next succeeding crop year after the calendar year in which notice is given. Any notice of cancellation given by the insured to the Corporation shall be submitted in writing to the county office.

(b) If the insured cancels the contract, he shall not be eligible for cotton crop insurance for the next succeeding crop year unless he subsequently files an application for insurance on or before December 31 preceding such crop year.

(c) If for two consecutive crop years no cotton in which the insured has an insurable interest is planted in the county, the contract shall terminate.

(d) If the minimum participation requirement as established by the Corporation is not met for any year, the contract shall continue in force only to the end of the crop year for which such requirement is not met, except that if the minimum participation requirement is met on or before the next succeeding applicable closing date the contract shall continue to be in force.

9. *Changes in contract.* The Corporation reserves the right to change the premium rate(s), insurance coverage(s) and other terms and provisions of the contract from year to year. Notice of such changes shall be mailed to the insured on or before December 15 preceding the crop year for which such changes are to become effective. Failure of the insured to cancel the contract as provided in section 8 shall constitute his acceptance of any such changes. If no notice is mailed to the insured, the terms and provisions of the contract for the prior year shall continue in force.

10. *Causes of loss not insured against.* The contract shall not cover loss of production caused by: (a) failure to follow recognized good farming practices; (b) poor farming practices, including but not limited to the use of defective or unadapted seed, failure to plant a sufficient quantity of seed, failure properly to prepare the land for planting, or properly to plant, care for or harvest (including unreasonable delay thereof) the insured crop; (c) following different fertilizer or farming practices than those considered in establishing the coverage; (d) planting cotton on land which is generally considered incapable of producing a cotton crop comparable to that produced on the land considered in establishing the coverage; (e) planting cotton on land following peanuts harvested for nuts; (f) planting a variety of cotton which differs materially in yield from the variety considered in establishing the coverage for the land; (g) planting excessive acreage under abnormal conditions; (h) planting another crop (except winter legumes) in the growing cotton crop; (i) planting cotton under conditions of immediate hazard; (j) inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison; (k) break-down of machinery or failure of equipment due to mechanical defects; (l) neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand; (m) domestic animals; (n) action of any person, or State, county, or municipal government, in the use of chemicals for the control of noxious weeds; or (o) theft.

11. *Partial insurance protection.* If the accepted application provides for partial insurance protection, the premium and any indemnity shall be one-half of the amount otherwise computed in accordance with the contract.

12. *Amount of annual premium.* The premium rate per acre will be the applicable number of pounds of lint cotton established by the Corporation for the coverage and rate area in which the insured acreage is located and will be shown on the county actuarial table on file in the county office. The annual premium for each insurance unit under the contract will be based upon (a) the insured acreage of cotton, (b) the applicable premium rate(s), (c) the insured interest in the crop at the time of planting, and (d) the fixed price. However, the amount of the premium so determined for an insurance unit shall not exceed 50 percent of the result obtained by multiplying (a) the insured acreage by (b) the applicable coverage per acre by (c) the insured interest in the crop and by (d) the fixed price. There will be a reduction in the annual premium for each insurance unit of two percent in cases where the insured acreage on the insurance unit is as much as 50 acres and does not exceed 99.9 acres, and an additional two percent reduction for each additional 50 acres or fraction thereof on the insurance unit. However, the total reduction shall not exceed 20 percent. The annual premium for the contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the cotton crop on such acreage is planted.

13. *Manner of payment of premium.* (a) The applicant executes a premium note by signing the application for cotton crop insurance. This note represents a promise to pay to the Corporation annually during the life of the contract, on or before the applicable maturity date shown in section 32 the premium for all insurance units covered by the contract.

(b) Any premium note not paid at maturity shall bear interest computed not on a per annum basis but as follows: Three percent on the principal amount not paid on or before December 31 following the maturity date, and an additional three percent on the principal amount unpaid at the end of each six-month period thereafter.

(c) Payment on any annual premium shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection and payments tendered shall not be regarded as paid unless collection is made.

(d) Any unpaid amount of any annual premium note plus any interest due may be deducted (either before or after the date of maturity) from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. There shall be no refund of any annual premium overpayment of less than $1.00 unless written request for such refund is received by the Corporation within one year after the payment thereof.

14. *Notice of loss or damage.* (a) Unless otherwise provided by the Corporation, if a loss under the contract is probable, notice in writing shall be given the Corporation at the county office immediately after any material damage to the insured crop. The crop shall not be harvested, removed, or any other use made of it until it has been inspected by the Corporation.

(b) Unless otherwise provided by the Corporation, if, at the completion of harvest of the insured cotton crop, or at the end of the insurance period, whichever is earlier, a loss under the contract has been sustained, or is probable, notice in writing shall be given immediately to the Corporation at the county office. If such notice is not given within 15 days after harvest is completed, or by the end of the insurance period, whichever is earlier, the Corporation reserves the right to reject any claim for indemnity. This notice is in addition to any notice required by paragraph (a) of this section.

15. *Released acreage and released crop.* (a) Any insured acreage on which the cotton crop has been destroyed or substantially destroyed may be released by the Corporation. The cotton crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area where the land is located and on whose farms similar damage occurred would not further care for the crop or harvest any portion thereof. No insured acreage may be planted to a substitute crop or put to another use until the Corporation releases such acreage. On any acreage where the cotton has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation. All acreage of cotton on the insurance unit, which is not released earlier, shall be deemed to be released upon the signing of a statement in proof of loss for such unit by the insured and the local representative of the Corporation.

(b) At the end of the insurance period and as a basis for determining the amount of loss, if any, under the contract the cotton crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

16. *Time of loss.* Any loss shall be deemed to have occurred at the end of the insurance period, unless the entire cotton crop on the insurance unit was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date of such damage, as determined by the Corporation.

17. *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation a form entitled "Statement in Proof of Loss," containing such information regarding the manner and extent of the loss as may be required by the Corporation. The statement in proof of loss shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the contract that the insured establish the actual production of cotton on the insurance unit, the amount of any loss for which claim is made, and that such loss has been directly caused by one or more of the hazards insured against by the contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the causes of loss not insured against by the contract. The cotton stalks on any acreage with respect to which a loss is claimed, shall not be destroyed until the Corporation makes an inspection.

18. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 19 (b). An insurance unit consists of all insurable acreage in the county (a) in which the insured has 100 percent interest, plus any acreage owned by him and worked for him by sharecroppers, or (b) which is owned by the insured and rented to one tenant, or (c) which is owned by one person and operated by the insured as a tenant, or (d) which is owned by one person and worked by the insured as a sharecropper. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee.

For any crop year of the contract, acreage shall be considered to be located in the county if a coverage is shown therefor on the county actuarial table.

19. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by multiplying the planted acreage for such unit (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre and subtracting therefrom the total production for the planted acreage and multiplying the remainder by the insured interest. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, the amount of loss so determined shall be reduced on the basis of the ratio of the insured acreage to the planted acreage, or if the premium computed for the acreage and interest shown on the acreage report is less than the premium computed for the planted acreage the amount of loss determined for the planted acreage may be reduced on the basis of the ratio of the premium computed for the acreage and interest shown on the acreage report to the premium computed for the planted acreage, if the Corporation so elects. The total production for an insurance unit shall include:

(1) All harvested cotton (not subsequently destroyed by a cause insured against before being housed or removed from the field);

(2) The amount by which the appraised production of lint cotton exceeds the amount of insurance, for any acreage released by the Corporation because of damage occurring in the second stage of production;

(3) The appraised production of lint cotton for any acreage which is released by the Corporation because of damage occurring in the third stage of production, as determined by the Corporation, and the appraised production of lint cotton for any other acreage which is not harvested, except acreage which is released because of damage occurring in the first or second stage of production;

(4) The appraised unharvested production of lint cotton on acreage which reaches the fourth stage of production;

(5) The appraised production of lint cotton for any portion of the insured cotton acreage that is put to another use without the consent of the Corporation, but not less than the product of (i) such acreage and (ii) the coverage per acre applicable to such acreage in the fourth stage of production;

(6) The appraised number of pounds of lint cotton by which production on any acreage has been reduced solely because of any cause not insured against, but not less than the product of (i) such acreage and (ii) the coverage per acre applicable to such acreage in the fourth stage of production minus any quantity of lint cotton harvested from such acreage and the lint cotton equivalent of any quantity of cotton not harvested from such acreage and remaining in the field; and

(7) The appraised number of pounds of lint cotton by which production on any acreage has been reduced because of any cause not insured against, where damage on such acreage has resulted from a cause insured against and a cause not insured against.

(b) If the production from two or more insurance units is commingled and the insured fails to establish and maintain records satisfactory to the Corporation of acreage or the production from each, the insurance with respect to such units may be voided by the Corporation for the crop year and the premium forfeited by the insured. However, if all the acreage from which production is commingled is insured, the total coverage for the insurance units from which the production is commingled may be considered as the total coverage for the combination, if the Corporation so elects, in which case any loss for such combination shall be determined as outlined in paragraph (a) of this section. Where the insured fails to establish and maintain separate records, satisfactory to the Corporation, of uninsured acreage and production therefrom and for one or more insurance units or portions thereof, any production from such acreage which is commingled with production from the insured acreage shall be considered to have been produced on the insured acreage, or the insurance with respect to such unit(s) under the contract may be voided by the Corporation for the crop year and the premium forfeited by the insured.

(c) The cash amount of the indemnity shall be determined by multiplying the amount of the loss in pounds by the fixed price.

20. *Payment of indemnity.* (a) Indemnities shall be paid only by check. The amount of indemnity for which the Corporation may be liable will be payable within thirty days after satisfactory proof of loss is approved by the Corporation, but if payment is delayed for any reason, the Corporation shall not be liable for interest or damages on account of such delay.

(b) Indemnities shall be subject to all provisions of the contract, including the right of the Corporation to deduct from any indemnity the unpaid amount of any earned premium plus any interest due or any other obligation of the insured to the Corporation.

(c) Any indemnity payable under the contract shall be paid to the insured or such other person as may be entitled to the benefits under the provisions of the contract, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy, directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered or entered therein. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) If a check issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check, such

claim shall not thereafter be payable, except with the consent of the Corporation.

21. *Payment to transferee.* (a) If the insured transfers all or a part of his insured interest in a cotton crop before the beginning of harvest or the time of loss, whichever occurs first, he shall immediately notify the Corporation thereof in writing at the county office. The transferee under such a transfer will be entitled to the benefits of the contract with respect to the interest so transferred, provided the transferee immediately following the transfer makes suitable arrangements with the Corporation for the payment of any premium with respect to the interest so transferred, whereupon the transferee and the transferor shall be jointly and severally liable for the amount of such premium. Any transfer shall be subject to any collateral assignment made by the original insured in accordance with section 25. However, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place.

(b) An involuntary transfer of an insured interest in a cotton crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

(c) Any deduction to be made from an indemnity payable to the transferee shall not exceed the annual premium plus any interest due on the land involved in the transfer for the crop year in which the transfer is made, plus the unpaid amount of any other obligation of the transferee to the Corporation.

(d) If, as a result of any transfer, diverse interests appear with respect to any insurance unit, any indemnity payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability with respect to such unit under the contract.

(e) If a transfer is effected in accordance with paragraph (a) above, the contract of the transferor shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made.

22. *Determination of person to whom indemnity shall be paid.* In any case where the insured has transferred his interest in all or a part of the cotton crop on any insurance unit, or has ceased to act as a fiduciary, or has died, has been judicially declared incompetent or has disappeared, payment in accordance with the provisions of the contract will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive. Payment of an indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

23. *Other insurance.* (a) If the insured has or acquires any other insurance against substantially all the risks that are insured against by the Corporation under the contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

(b) In any case where an indemnity is paid to the insured by another Government agency because of damage to the cotton crop, the Corporation reserves the right to determine its liability under the contract taking into consideration the amount paid by such other agency.

24. *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

25. *Collateral assignment.* The original insured may assign his right to an indemnity under the contract by executing a form entitled "Collateral Assignment" and upon approval thereof by the Corporation the interest of the assignee will be recognized, including the right of the assignee to submit a "Statement in Proof of Loss" if the insured refuses to submit or disappears without having submitted such statement.

26. *Records and access to farm.* For the purpose of enabling the Corporation to determine any loss that may have occurred under the contract, the insured shall keep, or cause to be kept, for one year after the time of loss, records of the harvesting, storage, shipment, sale, or other disposition, of all cotton produced on each insurance unit covered by the contract, and on any uninsured acreage in the county in which he has an interest. Such records shall be made available for examination by the Corporation, and as often as may be reasonably required, any person(s) designated by the Corporation shall have access to the farm(s).

27. *Voidance of contract.* The contract may be voided and the premium forfeited to the Corporation without the Corporation's waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if (a) at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the contract, the subject thereof, or his interest in the cotton crop covered thereby, or (b) the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop covered thereby, whether before or after damage has occurred, or (c) the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the note, at the time and in the manner prescribed.

28. *Modification of contract.* No notice to any representative of the Corporation or the knowledge possessed by any such representative or by any other person shall be held to effect a waiver of or change in any part of the contract, or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding on the part of the Corporation or of its representatives relating to appraisal or to any examination herein provided for.

29. *General.* (a) In addition to the terms and provisions in the application and policy, the Cotton Crop Insurance Regulations for Continuous Contracts for The 1949 and Succeeding Crop Years (7 CFR, Part 419, § 419.1–419.17) shall govern with respect to (1) death, incompetence, or disappearance of the insured, (2) fiduciaries, (3) prohibition against assignment or transfer of claims for refunds, (4) rounding of fractional units, (5) creditors, (6) minimum participation requirements and (7) changes from or to partial insurance protection.

(b) Copies of the regulations and forms referred to in this policy are available at the county office.

30. *Meaning of terms.* For the purpose of the cotton crop insurance program, the terms:

(a) "Contract" means the accepted application for insurance and this policy.

(b) "Cotton crop" means only American Upland cotton and does not include cotton planted primarily for experimental purposes.

(c) "County" means the area commonly designated as such, and includes a parish in Louisiana.

(d) "County Actuarial Table" means the form and related material (including the crop insurance maps) approved by the Corporation for listing the coverage per acre and the premium rates per acre, applicable in the county.

(e) "County Office" means the office of the County Agricultural Conservation Association in the county or other office specified by the Corporation.

(f) "Crop year" means the period beginning with the day following the applicable closing date for the filing of applications for insurance for any year and within which the cotton crop is planted and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(g) "First cultivation" means the first tillage of the cotton after it is up, which must be performed with an implement (other than a spike tooth or section harrow, rotary hoe, or stalk cutter) designed for use on individual cotton rows for the purpose of working the ground close to the plants.

(h) "Harvest" means the removal of seed cotton from the open cotton boll or the severance of the open cotton boll from the stalk by either manual or mechanical means. For the purpose of determining the stage of production, any acreage which has been harvested one time, as determined by the Corporation, shall be considered as harvested unless such acreage is determined by the Corporation to have been destroyed or substantially destroyed in an earlier stage.

(i) "Laying by" means the completion of the final cultivation, consistent with good farming practice, that would be necessary to carry the crop to harvest.

(j) "New ground acreage" in all states except Arizona, California, and New Mexico, means acreage on which it was necessary to remove or deaden timber and remove undergrowth to carry out established cultural practices. Pasture land, other than woodland pasture, cleared of underbrush and brought into cultivation will not be considered new ground acreage. In Arizona, California, and New Mexico, "new ground acreage" means any acreage which has not been planted to a crop in any one of the previous three crop years, except that acreage in tame hay or rotation pasture during the previous crop year shall not be considered new ground acreage.

(k) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and, wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(l) "Sharecropper" means a person who works a farm in whole or in part under the supervision of the operator and with workstock and equipment not furnished by himself and is entitled to receive a share of the cotton crop produced thereon or of the proceeds therefrom.

(m) "State Director" means the representative of the Corporation responsible for the executive direction of the Federal crop insurance program in the state.

(n) "Tenant" means a person other than a sharecropper who rents land from another person and works the cotton crop with workstock and equipment furnished by himself,

and is entitled under a written or oral lease or agreement to receive a share of the crop or proceeds therefrom produced on such land.

31. *Irrigated acreage.* (a) In addition to the provisions of section 3, where insurance is written on an irrigated basis the following provisions shall apply:

(1) In areas where a part of the cotton is normally irrigated and a part is not normally irrigated, the acreage of cotton which shall be insured on an irrigated basis in any year shall not exceed the smaller of (i) that acreage which could be irrigated in a normal year with the facilities available or (ii) that acreage on which one preplanting irrigation of at least three acre-inches is carried out.

(2) Insurance shall not attach with respect to acreage planted to cotton the first year after being leveled.

(b) In addition to the causes of loss insured against shown on the first page of this policy the contract shall cover loss in production due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured, including (1) lowering of the water level in pump wells adequate at the beginning of the growing season to the extent that either deepening the well or drilling a new well would be necessary to obtain an adequate supply of water, (2) failure of public power used for pumping or failure of an irrigation district or water company to deliver water where such failure is not within the control of the insured, and (3) the collapse of casing in wells.

(c) In addition to the causes of loss not insured against shown in section 10, the contract shall not cover loss in production caused by (1) failure properly to apply adequate irrigation water to cotton when needed and in accordance with recognized good farming practices for the area, (2) failure to provide adequate casing or properly to adjust the pumping equipment in the event of a lowering of the water level in pump wells when such adjustments can be made without deepening the well, (3) failure properly to apply irrigation water to cotton in proportion to the need of the crop and the amount of water available for all irrigated crops, and (4) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

32. *Date table.* For each year of the contract the maturity date, the end of the insurance period and the cancellation date are as follows:

State and county [1]	Maturity date	End of insurance period [2]	Cancelation date
Alabama:			
Houston	Aug. 31	Oct. 31	Dec. 31.
Chilton	do	Nov. 15	Do.
Tuscaloosa	do	do	Do.
All others	do	Dec. 15	Do.
Arizona	Sept. 30	Jan. 31	Do.
Arkansas:			
Crittenden	Aug. 31	Dec. 31	Do.
Lawrence	do	do	Do.
All others	do	Dec. 15	Do.
California	Sept. 30	Jan. 31	Do.
Georgia:			
Burke	Aug. 31	Nov. 30	Do.
Dooly	do	Oct. 31	Do.
All others	do	Dec. 15	Do.
Louisiana	do	Nov. 30	Do.
Missouri	do	Dec. 31	Do.
Mississippi:			
Covington	do	Oct. 31	Do.
Holmes	do	Nov. 30	Do.
Lee	do	do	Do.
Walthall	do	Oct. 31	Do.
All others	do	Dec. 15	Do.
North Carolina	do	Dec. 31	Do.
New Mexico	Sept. 30	do	Do.
Oklahoma	Aug. 31	do	Do.
South Carolina:			
Orangeburg	Aug. 31	Nov. 30	Dec. 31.
All others	do	Dec. 15	Do.
Tennessee:			
Lauderdale	do	Dec. 31	Do.
McNairy	do	Dec. 15	Do.
Texas:			
Collin	do	do	Do.
Fannin	do	do	Do.
Lubbock	do	Dec. 31	Do.
Red River	do	Dec. 15	Do.
Reeves	Sept. 30	Dec. 31	Do.
All Others	Aug. 31	Nov. 30	Do.

[1] If no county name(s) appears for a State, the dates shown for such State are applicable to all cotton crop insurance counties in that State.

[2] See section 7.

§ 419.17 *The monetary coverage policy.* The provisions of the monetary coverage policy are as follows:

In consideration of the representations and provisions in the application upon which this policy is issued, which application is made a part of the contract, and subject to the terms and conditions set forth or referred to herein, the Federal Crop Insurance Corporation (hereinafter designated as the Corporation) does hereby insure

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Name Policy number

---------- ---------- ----------
Address County State

(hereinafter designated as the insured) against loss of lint cotton production on his cotton crop while in the field, due to unavoidable causes including drought, flood, hail, wind, frost, winter-kill, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease and such other unavoidable causes as may be determined by the Board of Directors of the Corporation. (For irrigated acreage, see section 31.) In witness whereof, The Federal Crop Insurance Corporation has caused this policy to be issued this ------ day of ---------- 19----.

FEDERAL CROP INSURANCE CORPORATION,

By ----------
State Crop Insurance Director

TERMS AND CONDITIONS

1. *Insurable acreage.* For each crop year of the contract, any acreage is insurable only if a coverage is established therefor for that crop year on the county actuarial table (including maps and related forms) before the applicable calendar closing date for filing applications for insurance, provided the farming practice followed on such acreage is one for which a coverage was established.

2. *Responsibility of insured to report acreage and interest.* (a) Promptly after planting a cotton crop each year, the insured shall submit to the Corporation, on a form entitled "Cotton Crop Insurance Acreage Report," a report over his signature, of all acreage in the county planted to cotton in which he has an interest at the time of planting. This report shall show the acreage of cotton for each insurance unit and his interest in each at the time of planting. If the insured does not have an insurable interest in cotton planted in any year, the acreage report shall nevertheless be submitted promptly after the planting of cotton is generally completed in the county. Any acreage report submitted by the insured shall be considered final and not subject to change by the insured.

(b) The Corporation may elect to determine that the insured acreage is "zero" if the insured fails to file an acreage report within 30 days after cotton planting is generally completed in the county, as determined by the Corporation.

(c) Failure of the county office to request submission of such report or to send a personal representative to obtain the report shall not relieve the insured of the responsibility to make such report.

3. *Insured acreage.* The insured acreage with respect to each insurance unit shall be the acreage of cotton planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect, except that insurance shall not attach with respect to (a) any acreage planted to cotton which is destroyed or substantially destroyed (as defined in section 15) and on which it is practical to replant to cotton, as determined by the Corporation, and such acreage is not replanted to cotton, (b) any acreage initially planted to cotton too late to expect a normal crop to be produced as determined by the Corporation, (c) new ground acreage planted to cotton the first year of cultivation, and (d) any acreage planted to cotton following in the same crop year a small grain crop which reaches the heading stage. (For irrigated acreage, see section 31.)

4. *Insured interest.* The insured interest in the cotton crop covered by the contract shall be the interest of the insured at the time of planting as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect. For the purpose of determining the amount of loss the insured interest shall not exceed the insured's actual interest at the time of loss or the beginning of harvest, whichever occurs first.

5. *Coverage per acre.* (a) The coverage per acre is progressive by stages of production and shall be that approved by the Corporation for the area in which the insured acreage is located and shall be shown by practice(s) on the county actuarial table which shall be on file in the county office. There are four stages of production as follows:

First stage. After it is too late to plant cotton but before the first cultivation.

Second stage. After the first cultivation but before laying by;

Third stage. After laying by but before harvest; and

Fourth stage. After harvest and to the end of the insurance period.

(b) If the cotton crop on any acreage is destroyed or substantially destroyed, as defined in section 15, the coverage applicable thereto shall be that established for the area in which the acreage is located and for the stage of production reached by the crop at the time of destruction or substantial destruction.

6. *Predetermined price.* In determining any loss under the contract, production shall be evaluated at a predetermined price per pound which the Corporation shall establish annually for the applicable crop year. The predetermined price for the 1949 crop year shall be $0.27 per pound. For any subsequent crop year, notice of any change in the predetermined price from the prior crop year shall be mailed by the Corporation to the insured not later than December 15 preceding the crop year for which it applies.

7. *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the cotton is planted. Insurance shall cease with respect to any portion of the cotton crop covered by the contract upon removal from the field, upon being housed, or upon disposal of the unharvested crop or transfer of interest in unharvested cotton after harvest has commenced, but in no event shall the insurance remain in effect later than the applicable date set forth as the end of the insurance period in section 32, unless such time is extended in writing by the Corporation.

8. *Life of contract, cancellation thereof.* (a) Subject to the provisions of paragraph (d) of this section, the contract shall be in effect for the 1949 crop year and shall continue in effect for each succeeding crop year until either party gives to the other party, on or before December 31 of any year, written notice of cancelation, effective at the beginning of the next succeeding crop year after the calendar year in which notice is given. Any notice of cancelation given by the insured to the Corporation shall be submitted in writing to the county office.

(b) If the insured cancels the contract, he shall not be eligible for cotton crop insurance for the next succeeding crop year unless he subsequently files an application for insurance on or before December 31 preceding such crop year.

(c) If for two consecutive crop years no cotton in which the insured has an insurable interest is planted in the county, the contract shall terminate.

(d) If the minimum participation requirement as established by the Corporation is not met for any year, the contract shall continue in force only to the end of the crop year for which such requirement is not met, except that if the minimum participation requirement is met on or before the next succeeding applicable closing date the contract shall continue to be in force.

9. *Changes in contract.* The Corporation reserves the right to change the premium rate(s), insurance coverage(s) and other terms and provisions of the contract from year to year. Notice of such changes shall be mailed to the insured on or before December 15 preceding the crop year for which such changes are to become effective. Failure of the insured to cancel the contract as provided in section 8 shall constitute his acceptance of any such changes. If no notice is mailed to the insured, the terms and provisions of the contract for the prior year shall continue in force.

10. *Causes of loss not insured against.* The contract shall not cover loss of production caused by: (a) failure to follow recognized good farming practices; (b) poor farming practices, including but not limited to the use of defective or unadapted seed, failure to plant a sufficient quantity of seed, failure properly to prepare the land for planting, or properly to plant, care for or harvest (including unreasonable delay thereof) the insured crop; (c) following different fertilizer or farming practices than those considered in establishing the coverage; (d) planting cotton on land which is generally considered incapable of producing a cotton crop comparable to that produced on the land considered in establishing the coverage; (e) planting cotton on land following peanuts harvested for nuts; (f) planting a variety of cotton which differs materially in yield from the variety considered in establishing the coverage for the land; (g) planting excessive acreage under abnormal conditions; (h) planting another crop (except winter legumes) in the growing cotton crop; (i) planting cotton under conditions of immediate hazard; (j) inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison; (k) break-down of machinery or failure of equipment due to mechanical defects; (l) neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand; (m) domestic animals; (n) action of any person, or State, county, or municipal government, in the use of chemicals for the control of noxious weeds; or (o) theft.

11. *Partial insurance protection.* If the accepted application provides for partial insurance protection, the premium and any indemnity shall be one-half of the amount otherwise computed in accordance with the contract.

12. *Amount of annual premium.* The premium rate per acre will be the applicable number of dollars established by the Corporation for the coverage and rate area in which the insured acreage is located and will be shown on the county actuarial table on file in the county office. The annual premium for each insurance unit under the contract will be based upon (a) the insured acreage of cotton, (b) the applicable premium rate(s) and (c) the insured interest in the crop at the time of planting. However, the amount of the premium so determined for an insurance unit shall not exceed 60 percent of the result obtained by multiplying (a) the insured acreage by (b) the applicable coverage per acre and by (c) the insured interest in the crop.

There will be a reduction in the annual premium for each insurance unit of two percent in cases where the insured acreage on the insurance unit is as much as 50 acres and does not exceed 99.9 acres, and an additional two percent reduction for each additional 50 acres or fraction thereof on the insurance unit. However, the total reduction shall not exceed 20 percent. The annual premium for the contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the cotton crop on such acreage is planted.

13. *Manner of payment of premium.* (a) The applicant executes a premium note by signing the application for cotton crop insurance. This note represents a promise to pay to the Corporation annually during the life of the contract, on or before the applicable maturity date shown in section 32 the premium for all insurance units covered by the contract.

(b) Any premium note not paid at maturity shall bear interest computed not on a per annum basis but as follows: Three percent on the principal amount not paid on or before December 31 following the maturity date, and an additional three percent on the principal amount unpaid at the end of each six-month period thereafter.

(c) Payment on any annual premium shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection and payments tendered shall not be regarded as paid unless collection is made.

(d) Any unpaid amount of any annual premium note plus any interest due may be deducted (either before or after the date of maturity) from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. There shall be no refund of any annual premium overpayment of less than $1.00 unless written request for such refund is received by the Corporation within one year after the payment thereof.

14. *Notice of loss or damage.* (a) Unless otherwise provided by the Corporation, if a loss under the contract is probable, notice in writing shall be given the Corporation at the county office immediately after any material damage to the insured crop. The crop shall not be harvested, removed, or any other use made of it until it has been inspected by the Corporation.

(b) Unless otherwise provided by the Corporation, if, at the completion of harvest of the insured cotton crop, or at the end of the insurance period, whichever is earlier, a loss under the contract has been sustained, or is probable, notice in writing shall be given immediately to the Corporation at the county office. If such notice is not given within 15 days after harvest is completed, or by the end of the insurance period, whichever is earlier, the Corporation reserves the right to reject any claim for indemnity. This notice is in addition to any notice required by paragraph (a) of this section.

15. *Released acreage and released crop.* (a) Any insured acreage on which the cotton crop has been destroyed or substantially destroyed may be released by the Corporation. The cotton crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area where the land is located and on whose farms similar damage occurred would not further care for the crop or harvest any portion thereof. No insured acreage may be planted to a substitute crop or put to another use until the Corporation releases such acreage. On any acreage where the cotton has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation. All acreage of cotton on the insurance unit, which is not released earlier, shall be deemed to be released upon the signing of a statement in proof of loss for such unit by the insured and the local representative of the Corporation.

(b) At the end of the insurance period and as a basis for determining the amount of loss, if any, under the contract the cotton crop on any insured acreage may be released by the Corporation subject to an appraisal by the Corporation of the yield that would be realized if the crop were harvested.

16. *Time of loss.* Any loss shall be deemed to have occurred at the end of the insurance period, unless the entire cotton crop on the insurance unit was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date of such damage, as determined by the Corporation.

17. *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation a form entitled "Statement in Proof of Loss," containing such information regarding the manner and extent of the loss as may be required by the Corporation. The statement in proof of loss shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the contract that the insured establish the actual production of cotton on the insurance unit, the amount of any loss for which claim is made, and that such loss has been directly caused by one or more of the hazards insured against by the contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the causes of loss not insured against by the contract. The cotton stalks on any acreage with respect to which a loss is claimed, shall not be destroyed until the Corporation makes an inspection.

18. *Insurance unit.* Losses shall be determined separately for each insurance unit except as provided in section 19 (b). An insurance unit consists of all insurable acreage in the county (a) in which the insured has 100 percent interest, plus any acreage owned by him and worked for him by sharecroppers, or (b) which is owned by the insured and rented to one tenant, or (c) which is owned by one person and operated by the insured as a tenant, or (d) which is owned by one person and worked by the insured as a sharecropper. Land rented for cash or for a fixed commodity payment shall be considered as owned by the lessee. For any crop year of the contract, acreage shall be considered to be located in the county if a coverage is shown therefor on the county actuarial table.

19. *Amount of loss.* (a) The amount of loss with respect to any insurance unit shall be determined by multiplying the planted acreage for such unit (exclusive of any acreage to which insurance did not attach) by the applicable coverage per acre and subtracting therefrom the total production for the planted acreage and multiplying the remainder by the insured interest. However, if the planted acreage on the insurance unit exceeds the insured acreage on the insurance unit, the amount of loss so determined shall be reduced on the basis of the ratio of the insured acreage to the planted acreage, or if

the premium computed for the acreage and interest shown on the acreage report is less than the premium computed for the planted acreage the amount of loss determined for the planted acreage may be reduced on the basis of the ratio of the premium computed for the acreage and interest shown on the acreage report to the premium computed for the planted acreage, if the Corporation so elects. The total production for an insurance unit shall include:

(1) All harvested cotton (not subsequently destroyed by a cause insured against before being housed or removed from the field);

(2) For any acreage of cotton released by the Corporation because of damage occurring in the second stage of production, the amount by which the appraised production of lint cotton exceeds the number of pounds of lint cotton determined by dividing (i) the amount of coverage for such acreage by (ii) the predetermined price.

(3) The appraised production of lint cotton for any acreage which is released by the Corporation because of damage occurring in the third stage of production, as determined by the Corporation, and the appraised production of lint cotton for any other acreage which is not harvested, except acreage which is released because of damage occurring in the first or second stage of production;

(4) The appraised unharvested production of lint cotton on acreage which reaches the fourth stage of production;

(5) The appraised production of lint cotton for any portion of the insured cotton acreage that is put to another use without the consent of the Corporation but not less than the product of (i) such acreage and (ii) the pounds equivalent of the coverage per acre for such acreage in the fourth stage of production determined on the basis of the predetermined price.

(6) The appraised number of pounds of lint cotton by which production on any acreage has been reduced, solely because of any cause not insured against, but not less than the product of (i) such acreage and (ii) the pounds equivalent of the coverage per acre for such acreage in the fourth stage of production determined on the basis of the predetermined price, minus any quantity of cotton harvested from such acreage; and

(7) The appraised number of pounds of lint cotton by which production on any acreage has been reduced because of any cause not insured against where damage on such acreage has resulted from a cause insured against and a cause not insured against.

(b) If the production from two or more insurance units is commingled and the insured fails to establish and maintain records satisfactory to the Corporation of acreage or the production from each, the insurance with respect to such units may be voided by the Corporation for the crop year and the premium forfeited by the insured. However, if all the acreage from which production is commingled is insured, the total coverage for the insurance units from which the production is commingled may be considered as the total coverage for the combination, if the Corporation so elects, in which case any loss for such combination shall be determined as outlined in paragraph (a) of this section. Where the insured fails to establish and maintain separate records, satisfactory to the Corporation, of uninsured acreage and production therefrom and for one or more insurance units or portions thereof, any production from such acreage which is commingled with production from the insured acreage shall be considered to have been produced on the insured acreage, or the insurance with respect to such unit(s) under the contract may be voided by the Corporation for the crop year and the premium forfeited by the insured.

20. *Payment of indemnity.* (a) Indemnities shall be paid only by check. The amount of indemnity for which the Corporation may be liable will be payable within thirty days after satisfactory proof of loss is approved by the Corporation, but if payment is delayed for any reason, the Corporation shall not be liable for interest or damages on account of such delay.

(b) Indemnities shall be subject to all provisions of the contract, including the right of the Corporation to deduct from any indemnity the unpaid amount of any earned premium plus any interest due or any other obligation of the insured to the Corporation.

(c) Any indemnity payable under the contract shall be paid to the insured or such other person as may be entitled to the benefits under the provisions of the contract, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy, directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof, be a proper party to any suit or action with reference to such indemnity, nor be bound by any judgment, order, or decree rendered or entered therein. Nothing herein contained shall excuse any person entitled to the benefits of the contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(d) If a check issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check, such claim shall not thereafter be payable, except with the consent of the Corporation.

21. *Payment to transferee.* (a) If the insured transfers all or a part of his insured interest in a cotton crop before the beginning of harvest or the time of loss, whichever occurs first, he shall immediately notify the Corporation thereof in writing at the county office. The transferee under such a transfer will be entitled to the benefits of the contract with respect to the interest so transferred, provided the transferee immediately following the transfer makes suitable arrangements with the Corporation for the payment of any premium with respect to the interest so transferred, whereupon the transferee and the transferor shall be jointly and severally liable for the amount of such premium. Any transfer shall be subject to any collateral assignment made by the original insured in accordance with section 25. However, the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place.

(b) An involuntary transfer of an insured interest in a cotton crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other process shall not entitle any holder of any such interest to any benefits under the contract.

(c) Any deduction to be made from an indemnity payable to the transferee shall not exceed the annual premium plus any interest due on the land involved in the transfer for the crop year in which the transfer is made, plus the unpaid amount of any other obligation of the transferee to the Corporation.

(d) If, as a result of any transfer, diverse interests appear with respect to any insurance unit, any indemnity payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability with respect to such unit under the contract.

(e) If a transfer is effected in accordance with paragraph (a) above, the contract of the transferor shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made.

22. *Determination of person to whom indemnity shall be paid.* In any case where the insured has transferred his interest in all or a part of the cotton crop on any insurance unit, or has ceased to act as a fiduciary, or has died, has been judicially declared incompetent or has disappeared, payment in accordance with the provisions of the contract will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corporation as to the existence or nonexistence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive. Payment of an indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

23. *Other insurance.* (a) If the insured has or acquires any other insurance against substantially all the risks that are insured against by the Corporation under the contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer.

(b) In any case where an indemnity is paid to the insured by another Government agency because of damage to the cotton crop, the Corporation reserves the right to determine its liability under the contract taking into consideration the amount paid by such other agency.

24. *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

25. *Collateral assignment.* The original insured may assign his right to an indemnity under the contract by executing a form entitled "Collateral Assignment" and upon approval thereof by the Corporation the interest of the assignee will be recognized, including the right of the assignee to submit a "Statement in Proof of Loss" if the insured refuses to submit or disappears without having submitted such statement.

26. *Records and access to farm.* For the purpose of enabling the Corporation to determine any loss that may have occurred under the contract, the insured shall keep, or cause to be kept, for one year after the time of loss, records of the harvesting, storage, shipment, sale, or other disposition, of all cotton produced on each insurance unit covered by the contract, and on any uninsured acreage in the county in which he has an interest. Such records shall be made available for examination by the Corporation, and as often as may be reasonably required, any person(s) designated by the Corporation shall have access to the farm(s).

27. *Voidance of contract.* The contract may be voided and the premium forfeited to the Corporation without the Corporation's waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if (a) at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the contract, the subject thereof, or his interest in the cotton crop covered thereby, or (b) the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop covered thereby, whether before or after damage has occurred, or (c) the insured fails to give any notice, or otherwise fails to comply with the terms of the

contract, including the note, at the time and in the manner prescribed.

28. *Modification of contract.* No notice to any representative of the Corporation or the knowledge possessed by any such representative or by any other person shall be held to effect a waiver of or change in any part of the contract, or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the contract or any forfeiture be held to be waived by any delay or omission by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding on the part of the Corporation or of its representatives relating to appraisal or to any examination herein provided for.

29. *General.* (a) In addition to the terms and provisions in the application and policy, the Cotton Crop Insurance Regulations for Continuous Contracts For The 1949 and Succeeding Crop Years (7 CFR, Part 419, §419.1–419.17) shall govern with respect to (1) death, incompetence, or disappearance of the insured, (2) fiduciaries, (3) prohibition against assignment or transfer of claims for refunds, (4) rounding of fractional units, (5) creditors, (6) minimum participation requirements, and (7) changes from or to partial insurance protection.

(b) Copies of the regulations and forms referred to in this policy are available at the county office.

30. *Meaning of terms.* For the purpose of the cotton crop insurance program, the terms:

(a) "Contract" means the accepted application for insurance and this policy.

(b) "Cotton crop" means only American Upland cotton and does not include cotton planted primarily for experimental purposes.

(c) "County" means the area commonly designated as such, and includes a parish in Louisiana.

(d) "County Actuarial Table" means the form and related material (including the crop insurance maps) approved by the Corporation for listing the coverages per acre and the premium rates per acre, applicable in the county.

(e) "County Office" means the office of the County Agricultural Conservation Association in the county or other office specified by the Corporation.

(f) "Crop year" means the period beginning with the day following the applicable closing date for the filing of applications for insurance for any year and within which the cotton crop is planted and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(g) "First cultivation" means the first tillage of the cotton after it is up, which must be performed with an implement (other than a spike tooth or section harrow, rotary hoe, or stalk cutter) designed for use on individual cotton rows for the purpose of working the ground close to the plants.

(h) "Harvest" means the removal of seed cotton from the open cotton boll or the severance of the open cotton boll from the stalk by either manual or mechanical means. For the purpose of determining the stage of production, any acreage which has been harvested one time, as determined by the Corporation, shall be considered as harvested unless such acreage is determined by the Corporation to have been destroyed or substantially destroyed in an earlier stage.

(i) "Laying by" means the completion of the final cultivation, consistent with good farming practice, that would be necessary to carry the crop to harvest.

(j) "New ground acreage" in all states except Arizona, California and New Mexico, means acreage on which it was necessary to remove or deaden timber and remove undergrowth to carry out established cultural practices. Pasture land, other than woodland pasture, cleared of underbrush and brought into cultivation will not be considered new ground acreage. In Arizona, California and New Mexico, "new ground acreage" means any acreage which has not been planted to a crop in any one of the previous three crop years, except that acreage in tame hay or rotation pasture during the previous crop year shall not be considered new ground acreage.

(k) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and, wherever applicable, a state, a political subdivision of a state, or any agency thereof.

(l) "Sharecropper" means a person who works a farm in whole or in part under the supervision of the operator and with workstock and equipment not furnished by himself and is entitled to receive a share of the cotton crop produced thereon or of the proceeds therefrom.

(m) "State Director" means the representative of the Corporation responsible for the executive direction of the Federal crop insurance program in the state.

(n) "Tenant" means a person other than a sharecropper who rents land from another person and works the cotton crop with workstock and equipment furnished by himself and is entitled under a written or oral lease or agreement to receive a share of the crop or proceeds therefrom produced on such land.

31. *Irrigated acreage.* (a) In addition to the provision of section 3, where insurance is written on an irrigated basis the following provisions shall apply:

(1) In areas where a part of the cotton is normally irrigated and a part is not normally irrigated, the acreage of cotton which shall be insured on an irrigated basis in any year shall not exceed the smaller of (i) that acreage which could be irrigated in a normal year with the facilities available or (ii) that acreage on which one preplanting irrigation of at least three acre-inches is carried out.

(2) Insurance shall not attach with respect to acreage planted to cotton the first year after being leveled.

(b) In addition to the causes of loss insured against shown on the first page of this policy the contract shall cover loss in production due to failure of the water supply from natural causes that could not be foreseen and prevented by the insured, including (1) lowering of the water level in pump wells adequate at the beginning of the growing season to the extent that either deepening the well or drilling a new well would be necessary to obtain an adequate supply of water, (2) failure of public power used for pumping or failure of an irrigation district or water company to deliver water where such failure is not within the control of the insured, and (3) the collapse of casing in wells.

(c) In addition to the causes of loss not insured against shown in section 10, the contract shall not cover loss in production caused by (1) failure properly to apply adequate irrigation water to cotton when needed and in accordance with recognized good farming practices for the area, (2) failure to provide adequate casing or properly to adjust the pumping equipment in the event of a lowering of the water level in pump wells when such adjustments can be made without deepening the well, (3) failure properly to apply irrigation water to cotton in proportion to the need of the crop and the amount of water available for all irrigated crops, and (4) shortage of irrigation water on any farm where the Corporation determines that the total acreage of all irrigated crops on the farm is in excess of that which could be irrigated properly with the facilities available and with the supply of irrigation water which could be reasonably expected.

32. *Date table.* For each year of the contract the maturity date, the end of the insurance period and the cancelation date are as follows:

State and county [1]	Maturity date	End of insurance period [2]	Cancelation date
Alabama:			
Houston	Aug. 31	Oct. 31	Dec. 31.
Chilton	do	Nov. 15	Do.
Tuscaloosa	do	do	Do.
All others	do	Dec. 15	Do.
Arizona	Sept. 30	Jan. 31	Do.
Arkansas:			
Crittenden	Aug. 31	Dec. 31	Do.
Lawrence	do	do	Do.
All others	do	Dec. 15	Do.
California	Sept. 30	Jan. 31	Do.
Georgia:			
Burke	Aug. 31	Nov. 30	Do.
Dooly	do	Oct. 31	Do.
All others	do	Dec. 15	Do.
Louisiana	do	Nov. 30	Do.
Missouri	do	Dec. 31	Do.
Mississippi:			
Covington	do	Oct. 31	Do.
Holmes	do	Nov. 30	Do.
Lee	do	do	Do.
Walthall	do	Oct. 31	Do.
All others	do	Dec. 15	Do.
North Carolina	do	Dec. 31	Do.
New Mexico	Sept. 30	do	Do.
Oklahoma	Aug. 31	do	Do.
South Carolina:			
Orangeburg	do	Nov. 30	Do.
All others	do	Dec. 15	Do.
Tennessee:			
Lauderdale	do	Dec. 31	Do.
McNairy	do	Dec. 15	Do.
Texas:			
Collin	do	do	Do.
Fannin	do	do	Do.
Lubbock	do	Dec. 31	Do.
Red River	do	Dec. 15	Do.
Reeves	Sept. 30	Dec. 31	Do.
All others	Aug. 31	Nov. 30	Do.

[1] If no county name(s) appears for a State, the dates shown for such State are applicable to all cotton crop insurance counties in that State.

[2] See section 7.

NOTE: The record keeping requirements of these regulations have been approved by, and subsequent reporting requirements will be subject to the approval of, the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Adopted by the Board of Directors on August 19, 1948.

[SEAL] E. D. BERKAW,
Secretary,
Federal Crop Insurance Corporation.

Approved September 3, 1948.

CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 48-8136; Filed, Sept. 9, 1948; 8:57 a. m.]

TITLE 8—ALIENS AND NATIONALITY

Chapter I—Immigration and Naturalization Service, Department of Justice

PART 1—GENERAL INFORMATION REGARDING THE IMMIGRATION AND NATURALIZATION SERVICE

PART 171—DISPLACED PERSONS RESIDING IN THE UNITED STATES

DISPLACED PERSONS RESIDING IN THE UNITED STATES

AUGUST 12, 1948.

The following amendments to Title 8, Chapter I, Code of Federal Regulations, are hereby prescribed:

1. Section 1.44 is amended by changing the period at the end of paragraph (j) to

a semicolon and by adding paragraph (k) which, taken with the introductory sentence, shall read as follows:

§ 1.44 *Final authority; delegation to Assistant Commissioner Adjudications Division.* The final authority of the Attorney General or the Commissioner delegated to the Assistant Commissioner, Adjudications Division, includes determinations involving the following:

* * * * *

(k) Applications for adjustment of immigration status filed under the provisions of section 4 of the Displaced Persons Act of 1948 (Pub. Law 774, 80th Cong.) by displaced persons residing in the United States.

2. The following part is added:

PART 171—DISPLACED PERSONS RESIDING IN THE UNITED STATES

Sec.
171.1 Eligibility for adjustment of status.
171.2 Application for adjustment of status.
171.3 Receipt of application by Commissioner.
171.4 Documents and investigation.
171.5 Hearings.
171.6 Evidence and burden of proof.
171.7 Proposed findings, conclusions, and decision.
171.8 Reopening of hearing.
171.9 Forwarding of record to Commissioner.
171.10 Action where applicant found eligible.
171.11 Action where applicant found ineligible.

AUTHORITY: §§ 171.1 to 171.11, inclusive, issued under sec. 23, 39 Stat. 892, sec. 24, 43 Stat. 166, sec. 37 (a), 54 Stat. 675, sec. 1, 54 Stat. 1238; 8 U. S. C. 102, 222, 458; 8 CFR 90.1. §§ 171.1 to 171.11, inclusive, interpret and apply sec. 4, Pub. Law 774, 80th Cong., approved June 25, 1948.

§ 171.1 *Eligibility for adjustment of status*—(a) *Qualifications.* Subject to the limitation described in paragraph (b) of this section, an alien is eligible to be considered for adjustment of his immigration status as a displaced person residing in the United States to that of a permanent resident under the provisions of section 4 of the Displaced Persons Act of 1948 (Pub. Law 774, 80th Cong.) if:

(1) His last entry into the United States occurred prior to April 1, 1948, and was a lawful one as a nonimmigrant under section 3 or as a nonquota immigrant student under subdivision (e) of section 4 of the Immigration Act of 1924 as amended; and

(2) He is presently admissible to the United States under the immigration laws; and

(3) He is a person displaced from the country of his birth, or nationality, or of his last residence as a result of events occasioned by, and occurring subsequent to the outbreak on September 1, 1939, of World War II, and

(4) He cannot return to any of such countries because of persecution or fear of persecution on account of race, religion, or political opinions.

(b) *Limitation.* The number of displaced persons who shall be granted the status of permanent residence pursuant to this section shall not exceed 15,000.

§ 171.2 *Application for adjustment of status.* Any alien who desires to be considered for adjustment of immigration status as a displaced person under the provisions of § 171.1 shall make application therefor in duplicate on Form I–500, which may be obtained by any such alien through personal application or by application through the mail to any office of the Immigration and Naturalization Service. After Form I–500 is filled out, it shall be mailed by the applicant in duplicate on or after October 1, 1948, direct to the Commissioner of Immigration and Naturalization, Temporary Federal Office Building X, 19th and East Capitol Streets, NE., Washington 25, D. C. A separate application must be made for each applicant and mailed separately. An application in behalf of each child who is under the age of 14 years shall be filed by his parent or guardian.

§ 171.3 *Receipt of application by Commissioner*—(a) *Issuance of receipt.* Applications received by the Commissioner shall be serially numbered in the order of the postmark appearing on the envelope in which the application is contained. The Commissioner shall issue to each applicant a receipt bearing a number identical with the serial number placed on the application.

(b) *Transmission of application to field office.* Verification of the applicant's last entry to the United States shall be made from Central Office records where possible and endorsed upon the original and duplicate applications. The Commissioner shall send the duplicate copy of the application to the Immigration and Naturalization Service office having jurisdiction over the applicant's place of residence.

§ 171.4 *Documents and investigation.* Upon receipt of the duplicate copy of the application, the officer in charge of the Immigration and Naturalization Service office having jurisdiction over the applicant's place of residence shall advise the applicant to obtain promptly the following documents: Two photographs as described in § 364.1 of this chapter; birth certificate; passport; marriage certificate, if any; affidavits of three witnesses, preferably citizens of the United States—and if the applicant is employed, one from his employer—attesting to the applicant's good moral character; police records covering the period of the applicant's residence in the United States and, where such residence in the United States has been for a period of less than five years, foreign police records, if obtainable, covering the applicant's foreign residence within the five years immediately preceding the filing of the Form I–500; and any documentary evidence the applicant may have to establish his eligibility under § 171.1. The applicant shall be instructed to forward to the officer in charge photostatic copies of all documents, whenever possible, and to submit the originals at the time he appears for the hearing. The officer in charge shall obtain verification of the applicant's last entry into the United States where such verification has not been furnished by the Central Office when transmitting the duplicate application. The officer in charge shall also cause an independent character investigation to be conducted covering the period of the applicant's residence in the United States. Where the applicant has resided in the United States for a period in excess of five years, the independent character investigation shall cover the last five years of such residence. The investigating officer shall make a written report of his investigation, to be included in the record as provided in § 171.5 (d) (2)

§ 171.5 *Hearings*—(a) *Notice to appear for hearing; counsel.* When the neccessary entry has been verified and the documents required of the applicant and the report of the investigating officer have been submitted, the applicant shall be notified to appear for a hearing at a time and place to be designated by the officer in charge. The applicant shall also be informed that he may be represented at the hearing by counsel or other person qualified to appear in accordance with the provisions of Part 95 of this chapter. Such attorney or representative may submit a brief in writing. The attorney or representative shall be notified of the final decision in the case.

(b) *Interpreters.* Where the services of an interpreter are found necessary in the conduct of a hearing, the interpreter, if not an employee of the Service, shall be sworn to interpret and translate accurately.

(c) *Order in which evidence shall be presented.* The evidence of record should clearly establish whether the applicant meets the eligibility requirements set forth in § 171.1. The examining officer shall conduct the hearing in the following order:

(1) Examination of the applicant;

(2) The development of facts relating to the applicant's eligibility for adjustment of immigration status under this part;

(3) The obtaining of the personal history data required by paragraph (d) (4) of this section;

(4) Examination of witnesses; and

(5) The securing of other pertinent information not already obtained for the record, including such evidence as the applicant may desire to present in support of his application.

(d) *Examination of applicant.* (1) Upon the applicant's appearance, he shall be granted a hearing to establish his eligibility for adjustment of immigration status under this part. The examining officer shall apprise the applicant that the purpose of the hearing is to establish the facts as to his eligibility for adjustment of status. The examining officer shall orally review the application with the applicant, or in the case of a child under the age of 14 years with the parent or guardian, before administering the oath. Any necessary changes in the application shall be consecutively numbered and acknowledged in writing by the applicant or the parent or guardian. The applicant shall be advised of the penalty for perjury, of the penal provisions of section 14 of the Displaced Persons Act of 1948, and of the fact that any false answers to any of the questions in the application or at the hearing may bar him from the relief he requests. The examining officer shall then administer the oath or affirmation contained on

page 4 of Form I–500 and obtain the applicant's signature in the appropriate place.

(2) At the hearing, the applicant shall produce the original documents required to be presented by § 171.4 in support of his application. The original documents shall be returned to the applicant at the conclusion of the hearing if the examining officer is satisfied as to their authenticity and photostatic or other copies thereof have been supplied by the applicant for the record which the examining officer is satisfied are true and correct. The examining officer shall enter of record, as exhibits identified by number, the copy of the application; the documents presented by the applicant; depositions, if any; certifications and affidavits submitted by the applicant; the written report of the investigation, and the reports as to record of the applicant's entry and of the entries of such other persons as may be material to the case. The examining officer shall further make sure that the record is a verbatim report of everything that is stated during the course of the hearing, including the oaths administered, the warnings given to the applicant or the witnesses, and the rulings on objections, except statements made off the record with the consent of the applicant or counsel, and arguments of counsel in support of his objections, which may be submitted in the form of a brief to accompany the record.

(3) The applicant shall then be interrogated under oath or affirmation as to his eligibility to be considered for adjustment for immigration status as a displaced person residing in the United States under the provisions of section 4 of the Displaced Persons Act of 1948 and § 171.1. Eligibility of the applicant as to subparagraphs (3) and (4) of paragraph (a) of § 171.1 shall be comprehensively covered by oral interrogation of the applicant and of the witnesses presented by him, if any.

(4) The interrogation shall include the name or names of the applicant (correctly spelled) date and place of the applicant's birth; the name of the nearest town of importance to such place of birth; the province and country in which such place is located; the names and locations of schools the applicant has attended; the last address and length of residence of the applicant in his native country, in the country of which he is a citizen or subject, and in the country in which he has last resided prior to his last entry into the United States; the country in which the applicant embarked for the United States or for foreign territory contiguous to the United States; correct names and addresses and the citizenship or nationality of the applicant's nearest relatives residing in the country of his birth, in the country of which he is a citizen or subject, and in the country in which he last resided prior to his last entry into the United States; and correct names and addresses of all near relatives residing in the United States.

(e) *Examination of witnesses.* Witnesses, if presented by the applicant, shall be examined orally under oath or affirmation in order to obtain evidence bearing upon the applicant's qualifications for adjustment of status. Witnesses located within a reasonable distance of the place of examination shall be required to appear in person. When witnesses cannot appear because of remoteness, disability, or other sufficient reason, their testimony shall be taken under oath in question-and-answer form by an officer of the Immigration and Naturalization Service at a place found convenient under the circumstances. The applicant shall have the right at his own expense to be present or to be represented, if desired, when the testimony is taken. The transcript of the testimony shall be sent to the officer in charge of the office where the hearing provided for in this section is being conducted.

(f) *Medical examination.* Each applicant shall be examined by a medical officer of the United States Public Health Service. A report of such examination, setting forth the findings of the examining physician as to the mental and physical condition of the applicant, shall be incorporated into the record.

§ 171.6 *Evidence and burden of proof.* The applicant's eligibility for adjustment of immigration status as a displaced person residing in the United States under the provisions of section 4 of the Displaced Persons Act of 1948 must be established to the satisfaction of the Commissioner of Immigration and Naturalization. The burden of proof shall be upon the applicant. In presenting such proof, he shall be entitled to the benefit of any records concerning his entry which are in the custody of the Immigration and Naturalization Service.

§ 171.7 *Proposed findings, conclusions, and decision*—(a) *Preparation by examining officer* As soon as practicable after the hearing has been conducted, the examining officer shall prepare a memorandum to the Commissioner setting forth a summary of the evidence adduced at the hearing, his proposed findings of fact and conclusions of law, and a proposed decision.

(b) *Proposed decision.* (1) If, upon consideration of all the facts and circumstances of the case which shall be clearly set forth in the memorandum, the examining officer shall find that the applicant meets the eligibility requirements set forth in § 171.1, he shall so recommend to the Commissioner.

(2) If, upon consideration of all the facts and circumstances of the case, the examining officer shall find that the applicant does not meet the eligibility requirements set forth in § 171.1, he shall so recommend to the Commissioner.

(c) *Service of findings of examining officer.* Where the decision of the examining officer is adverse to the applicant, a copy of the examinging officer's memorandum containing his discussion of the evidence, proposed findings of fact, proposed conclusions of law, and proposed decision shall be furnished to the applicant or his counsel by personal service, if practicable; otherwise by registered mail, and a return receipt therefor shall be obtained.

(d) *Filing of exceptions.* When proposed findings of fact, proposed conclusions of law, and proposed decision are served as required by the preceding paragraph, the applicant or his attorney or representative shall be allowed by the officer in charge a reasonable time (not to exceed 10 days, except on showing of good cause that more time is necessary) in which to file exceptions thereto and to submit a brief, if desired. Reasonable extensions of time for the filing of exceptions or brief may be granted in the discretion of the officer in charge.

§ 171.8 *Reopening of hearing.* At any time prior to the forwarding of the record of hearing to the Commissioner, the officer in charge of a district or suboffice may direct that a case be reopened for proper cause. The Commissioner may direct a reopening of the record of hearing for proper cause at any time. Requests by applicants or their representatives for a reopening of a hearing prior to entry of a final order shall be in writing, state the new facts to be proved, and be supported by affidavits or other evidentiary material. All requests for reopening must be filed with the appropriate officer in charge of the Immigration and Naturalization Service. If the record of hearing has been forwarded to the Commissioner, the request for reopening shall be forwarded by the officer in charge to the Commissioner. The Commissioner shall grant or deny the request if the case is pending before him.

§ 171.9 *Forwarding of record to Commissioner.* Upon receipt of exceptions and brief, if any, of the applicant or his counsel, or upon the expiration of the time allowed for the submission of exceptions or brief, the entire record, the examining officer's memorandum of proposed findings, conclusions, and decision, with exceptions and brief, shall be forwarded to the Commissioner.

§ 171.10 *Action where applicant found eligible.* If the Commissioner is satisfied from the record, the accompanying documents, and the circumstances of the case that the applicant meets the eligibility requirements set forth in § 171.1, he shall report to the Congress all of the pertinent facts in the case. If during the session of the Congress at which the case is reported, or prior to the end of the session of the Congress next following the session at which the case is reported, the Congress passes a concurrent resolution stating in substance that it favors the granting of the status of permanent residence to such applicant, the Commissioner of Immigration and Naturalization shall, upon receipt of a fee of $18 (which shall be deposited in the Treasury of the United States to the account of miscellaneous receipts) record the admission of the applicant for permanent residence as of the date of the applicant's last entry into the United States and shall issue a certificate on Form I–151 showing the facts of such record of admission for permanent residence.

§ 171.11 *Action where applicant found ineligible.* If the Commissioner is not satisfied from the record and the accompanying documents that the applicant meets the eligibility requirements set forth in § 171.1, an order to that effect will be entered and such further action

taken as may be prescribed by law. A copy of such order shall be served upon the counsel or representative of the applicant or, in the absence of such counsel or representative, upon the applicant himself, by personal service or by registered mail. If the applicant does not have counsel or a representative, the order shall be served upon him by the appropriate field office of the Immigration and Naturalization Service; otherwise, the order shall be served by the Commissioner on the applicant's counsel or representative.

The Assistant Commissioner of Immigration and Naturalization, Adjudications Division, is hereby authorized to perform any function that the Commissioner of Immigration and Naturalization is authorized or required to perform by this order.

This order shall become effective on the date of its publication in the FEDERAL REGISTER. Compliance with the provisions of section 4 (a) of the Administrative Procedure Act (60 Stat. 238; 5 U. S. C. 1003) as to notice of proposed rule making is found to be contrary to the public interest because Public Law 774, 80th Congress, which is implemented by these rules, became effective on June 25, 1948, and the execution of functions of the Immigration and Naturalization Service under that statute would be unduly impeded by such notice. For the same reason it is found that the provisions of section 4 (c) of the Administrative Procedure Act providing for delayed effective date are inapplicable.

PEYTON FORD,
Acting Attorney General.

Recommended: August 12, 1948.

WATSON B. MILLER,
Commissioner of Immigration and Naturalization.

[F. R. Doc. 48-8117; Filed, Sept. 8, 1948; 10:11 a. m.]

TITLE 12—BANKS AND BANKING

Chapter II—Federal Reserve System

Subchapter A—Board of Governors of the Federal Reserve System

[Regulation D]

PART 204—RESERVES OF MEMBER BANKS

1. Effective September 16, 1948, paragraph (a) of § 204.2 is amended by striking out the words "the sixth paragraph of" in the last sentence thereof.

2. Effective September 16, 1948, footnote numbered 16 appended to paragraph (a) of § 204.2 is amended to read as follows:

[16] The amount of the reserves required to be maintained by any such member bank as a result of any such change may not be less than the amount of the reserves specified above nor more than twice such amount, except that through June 30, 1949, the required reserves for time deposits may be not more than 7½ percent and those for demand deposits of banks in central reserve cities, reserve cities, and other places may be not more than 30 percent, 24 percent, and 18 percent, respectively.

3. Effective September 16, 1948, paragraph (b) of § 204.2 is amended by striking out the following in the first sentence thereof: "and, until six months after the cessation of hostilities in the present war as determined by proclamation of the President or concurrent resolution of the Congress, no deposit payable to the United States by any member bank arising solely as the result of subscriptions made by or through such member bank for United States Government securities issued under authority of the Second Liberty Bond Act, as amended, shall be included in net demand deposits or in time deposits which are subject to reserve requirements."

4. Effective as to member banks not in reserve and central reserve cities at the opening of business on September 16, 1948, and as to member banks in reserve and central reserve cities at the opening of business on September 24, 1948, § 204.5 (Supplement to Regulation D) is amended to read as follows:

§ 204.5 *Supplement: Reserves required to be maintained by member banks with Federal Reserve Banks.* Pursuant to the provisions of section 19 of the Federal Reserve Act and § 204.2 (a) the Board of Governors of the Federal Reserve System hereby prescribes the following reserve balances which each member bank of the Federal Reserve System is required to maintain on deposit with the Federal Reserve Bank of its district:

7½ percent of its time deposits plus—

16 percent of its net demand deposits if not in a reserve or central reserve city;

22 percent of its net demand deposits if in a reserve city, except as to any bank located in an outlying district of a reserve city or in territory added to such city by the extension of the city's corporate limits, which, by the affirmative vote of five members of the Board of Governors of the Federal Reserve System, is permitted to maintain 16 percent reserves against its net demand deposits;

26 percent of its net demand deposits if located in a central reserve city, except as to any bank located in an outlying district of a central reserve city or in territory added to such city by the extension of the city's corporate limits, which, by the affirmative vote of five members of the Board of Governors of the Federal Reserve System, is permitted to maintain 16 percent or 22 percent reserves against its net demand deposits.

5. These amendments are issued pursuant to the authority granted to the Board of Governors by section 19 of the Federal Reserve Act in the light of existing economic conditions and the present inflationary credit situation. The notice and public procedure described in sections 4 (a) and 4 (b) of the Administrative Procedure Act, and the prior publication described in section 4 (c) of such act, are impracticable, unnecessary and contrary to the public interest in connection with these amendments for the reasons and good cause found as stated in § 262.2 (e) of the Board's rules of procedure, and especially because such notice, procedure and prior publication would prevent the action from becoming effective as promptly as necessary, would unreasonably interfere with necessary efforts to prevent injurious credit expansion, and would serve no useful purpose.

(Sec. 11 (c) (e) (i) 38 Stat. 262, sec. 10, 40 Stat. 239, sec. 4, 40 Stat. 970, sec. 207, 49 Stat. 708, sec. 324, 49 Stat. 714, sec. 2, 56 Stat. 648, Pub. Law 905, 80th Cong.; 12 U. S. C. 248 (c), (e) (i) 462, 466, 12 U. S. C. Sup. 462b, 461, 462a1, 465)

Approved this 8th day of September, 1948.

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM,
[SEAL] MERRITT SHERMAN,
Assistant Secretary.

[F. R. Doc. 48-8195; Filed, Sept. 9, 1948; 9:40 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs, Department of the Treasury

[T. D. 52041]

PHILIPPINE TRADE; CUBAN PREFERENCE

Customs Regulations of 1943 amended pursuant to the Philippine Trade Act of 1946 and the exclusive trade agreement with Cuba of October 30, 1947.

PART 3—DOCUMENTATION OF VESSELS

Part 3, Customs Regulations of 1943 (19 CFR, Cum. Supp., Part 3), is amended as follows:

Section 3.2 (c) is amended by deleting " with the Philippine Islands," from the "Class 9" subdivision.

Note 4, appended to § 3.3 (a), is amended by deleting "collector of customs of the Philippine Islands, the"

Section 3.3 (b) is amended by deleting "the Philippine Islands and"

Section 3.42 (f), as amended by T. D. 51912, is further amended by deleting ", with the Philippine Islands," from the notation set forth therein.

Section 3.61 (a) is amended by deleting "the collector of customs of the Philippine Islands,"

Section 3.61 (c) is amended by deleting "with the Philippine Islands,"

(R. S. 251, sec. 624, 46 Stat. 759, 60 Stat. 1352; 19 U. S. C. 66, 1624, Proc. No. 2695, 11 F R. 7517)

PART 4—VESSELS IN FOREIGN AND DOMESTIC TRADE

Note 26 appended to § 4.14 (a), Customs Regulations of 1943 (19 CFR, Cum. Supp., 4.14 (a)), is amended by deleting the first comma, inserting "and the" in lieu thereof, and deleting ", and the Philippine Islands"

(R. S. 251, sec. 624, 46 Stat. 759, 60 Stat. 1352; 19 U. S. C. 66, 1624, Proc. No. 2695, 11 F R. 7517)

PART 7—CUSTOMS RELATIONS WITH INSULAR POSSESSIONS AND GUANTANAMO BAY NAVAL STATION

Sections 7.2 to 7.7, inclusive, Customs Regulations of 1943 (19 CFR, Cum. Supp., 7.2–7.7) and the notes appended thereto are deleted.

(R. S. 251, sec. 624, 46 Stat. 759, 60 Stat. 1352; U. S. C. 66, 1624, Proc. No. 2695, 11 F. R. 7517)

PART 9—IMPORTATIONS BY MAIL

Section 9.9, Customs Regulations of 1943 (19 CFR, Cum. Supp., 9.9), is amended by deleting from the first sentence of paragraph (d) "the Philippine

Islands or" "Philippine or" and "and is not of a class subject to a quota limitation on free entry" by adding to paragraph (d) "(R. S. 251, sec. 624, 46 Stat. 759, 19 U. S. C. 66, 1624)" and by deleting paragraph (e) The citation of T. D. 50043 in the margin opposite paragraphs (c) and (d) shall be deleted.

(R. S. 251, sec. 624, 46 Stat. 759, 60 Stat. 1352; 19 U. S. C. 66, 1624, Proc. No. 2695, 11 F. R. 7517)

PART 10—ARTICLES CONDITIONALLY FREE, SUBJECT TO A REDUCED RATE, ETC.

Section 10.26 (b) Customs Regulations of 1943 (19 CFR, Cum. Supp., 10.26 (b)) as amended by T. D. 51874, is amended by deleting "the Philippine Islands," from the first sentence.

(R. S. 251, sec. 624, 46 Stat. 759, 60 Stat. 1352; 19 U. S. C. 66, 1624, Proc. No. 2695, 11 F. R. 7517)

PART 12—SPECIAL CLASSES OF MERCHANDISE

Note 29 appended to § 12.42, Customs Regulations of 1943 (19 CFR, Cum. Supp., 12.42) is amended by deleting the last paragraph.

(R. S. 251, sec. 624, 46 Stat. 759, 60 Stat. 1352, 19 U. S. C. 66, 1624, Proc. No. 2695, 11 F R. 7517)

PART 16—LIQUIDATION OF DUTIES

Part 16, Customs Regulations of 1943 (19 CFR, Cum. Supp., Part 16) is amended as follows:

Section 16.23 (a) is amended by deleting "August 24, 1934, as amended by the supplementary trade agreement with that country concluded on December 18, 1939,[21]" and substituting therefor "October 30, 1947,[21]"

Note 17 appended to § 16.23 (a) is amended to read as follows:

[21] The operation of the Convention of Commercial Reciprocity between the United States and Cuba signed December 11, 1902 (T. D. 24836), and the operation of the trade agreement with Cuba of August 24, 1934 (T. D. 47232), as amended by the supplementary trade agreements of December 18, 1939 (T. D. 50050), and of December 23, 1941 (T. D. 50541), are suspended for such time as the United States and Cuba are both contracting parties to the General Agreement on Tariffs and Trade concluded at Geneva on October 30, 1947.

Section 16.23 (b) is amended by deleting "of article I or III" from the third sentence.

A new section is added to the end of the part to read as follows:

§ 16.26 *Philippine trade.* (a) The free entry of "Philippine articles"[22] entered, or withdrawn from warehouse, for consumption before July 4, 1954, and the total or partial exemptions for the period after July 4, 1954, which are authorized by the Philippine Trade Act of 1946 and the exclusive trade agreement between the United States and the Republic of the Philippines, effective January 2, 1947, apply to "Philippine articles" imported from any foreign country.

(b) No evidence of origin shall be required for any Philippine merchandise which is unconditionally free of duty.

(c) When any total or partial exemption from duty is claimed on the ground that an importation consists of "Philippine articles," the claim shall be allowed only if it is established to the satisfaction of the collector of customs concerned. The collector may accept as satisfactory evidence that an article is "Philippine article" a certificate in the appropriate form specified in paragraph (d) of this section, subject to any verification he may deem necessary, or he may satisfy himself of such fact by other reasonable ways and means if, taking into consideration the kind and value of the goods and the circumstances of importation, he deems a certificate unnecessary.

(d) (1) When no material which is not the growth, product, or manufacture of the Philippines or of the United States was used at any stage in the production of the imported article, a certificate in the following form may be accepted as evidence that the commodity is a "Philippine article":

The product covered by the _____
(Describe above the invoice, bill of lading, or other document or statement identifying the shipment)

annexed or appended to this certificate of Philippine origin at the time it was subscribed and sworn to before the notary public, or other officer authorized to administer oaths, whose signature appears below, is the growth, product, or manufacture of the Philippines. No foreign materials (other than those which are of the growth, product, or manufacture of the United States) were used at any stage in the production of this product, i. e., either in its immediate production or in the production of any intermediate product used at any stage in the chain of production in the Philippines which resulted in this product.

(2) When any material which is not the growth, product, or manufacture of the Philippines or of the United States was used at any stage in the manufacture of the imported article, a certificate in the following form may be accepted as evidence that the commodity is nevertheless a "Philippine article":

The product covered by the _____
(Describe above the invoice, bill of lading, or other document or statement identifying the shipment)

annexed or appended to this certificate of Philippine origin at the time it was subscribed and sworn to before the notary public, or other officer authorized to administer oaths, whose signature appears below, is the product of the Philippines. There were used in its production in the Philippines _____
(Number of units and description of foreign materials (other than those which are of the growth, product, or manufacture of the United States), valued by the Philippine customs officers for the purpose of the Philippine customs laws at _____
(Official Philippine customs value at the time of importation into the Philippines, in terms of pounds, yards, or other applicable unit) plus, if not included in such unit value, _____, the cost per unit of bringing such foreign materials to the Philippines.

(3) If the collector shall be satisfied that the revenue will be protected adequately thereby, he may accept in lieu of the certificate specified in subdivision (2) a certificate in the following form:

The product covered by the _____
(Describe above the invoice, bill of lading, or other document or statement identifying the shipment)

annexed or appended to this certificate of Philippine origin at the time it was subscribed and sworn to before the notary public, or other officer authorized to administer oaths, whose signature appears below, is the product of the Philippines. There were or may have been used in its production in the Philippines foreign materials (other than those which are of the growth, product, or manufacture of the United States).

It is impracticable to ascertain the exact number of units of foreign material, if any, used in its production or the customs valuation of such material, but to the best of (my) (our) (its) knowledge and belief such foreign materials as were or may have been used would not exceed 20 per centum of the selling price or invoice value of the product covered by this certificate.

(4) If more than one kind of article is covered by a certificate provided for in (1) (2), or (3) above, the required information shall be shown with respect to each kind. When more than one kind of material of other than Philippine or United States origin is used in the production of an article covered by such a certificate, the certificate shall state the number of units, description, and Philippine customs valuation per unit of each such kind of material.

(5) A certificate conforming to (1) (2) or (3) above shall be accepted as evidence of the facts alleged therein only if (i) there is annexed thereto a copy of the commercial invoice or bill of lading covering the articles or other documentary matter which identifies the articles to which the certificate pertains, (ii) the certificate is signed by the manufacturer or producer of the articles to which it pertains, or by the person who exported the articles from the Philippines, and is sworn to by him before a person authorized to administer oaths, and (iii) it clearly appears that such copy or other documentary matter was annexed to the certificate when it was signed and sworn to. (R. S. 251, sec. 624, 46 Stat. 759, secs. 2, 201–5, 214, 60 Stat. 141, 143, 144, 146; 19 U. S. C. 66, 1624, 22 U. S. C. 1251–1255, 1264, 1360)

(R. S. 251, sec. 624, 46 Stat. 759, secs. 2, 201–5, 214, 60 Stat. 141, 143, 144, 146, 1352; 19 U. S. C. 66, 1624, 22 U. S. C.

[22] The term "Philippine articles" means articles which are products of the Philippines, but does not include any article produced with the use of materials imported into the Philippines which are products of any country other than the Philippines or the United States if the aggregate value of such imported materials when landed at the Philippine port of entry, exclusive of any landing cost and Philippine duty, was more than 20 per centum of the appraised customs value of the article imported into the United States. (22 U. S. C. 1260 (a) (4).)

1251–1255, 1264, 1360, Proc. No. 2695, 11 F R. 7517)

PART 19—CUSTOMS WAREHOUSES AND CONTROL OF MERCHANDISE THEREIN

Section 19.15 (a) Customs Regulations of 1943 (19 CFR, Cum. Supp., 19.15 (a)) is amended by deleting "or for shipment to the Philippine Islands".

(R. S. 251, sec. 624, 46 Stat. 759, 60 Stat. 1352; 19 U. S. C. 66, 1624, Proc. 2695, 11 F R. 7517)

PART 22—DRAWBACK

Part 22, Customs Regulations of 1943 (19 CFR, Cum. Supp., Part 22), is amended as follows:

Section 22.2 is amended to read as follows:

§ 22.2 *Canal Zone and Guantanamo Bay.* The Panama Canal Zone and Guantanamo Bay Naval Station shall be considered foreign territory for drawback purposes.[4] Secs. 313, 624, 46 Stat. 693, 759; 19 U. S. C. 1313, 1624)

Section 22.4 (b) is amended by deleting "(or shipped to the Philippine Islands)" from the last clause.

Section 22.6 (b) is amended by deleting "(or shipment to the Philippine Islands)" from the introductory part of the paragraph.

Section 22.26 (b) is amended by deleting therefrom "the Philippine Islands," "3341," and the comma following "3351."

The first paragraph of note 11 appended to § 22.26 (b) is deleted.

The parenthetical matter at the end of § 22.30 (e) is transferred to the end of § 22.30 (d) and the remainder of § 22.30 (e) is deleted.

Section 22.34 (a) is amended by deleting "except in the case of shipments to the Philippine Islands" from the last sentence.

(R. S. 251, sec. 624, 46 Stat. 759, 60 Stat. 1352; 19 U. S. C. 66, 1624, Proc. No. 2695, 11 F R. 7517)

W R. JOHNSON,
Acting Commissioner of Customs.

Approved: August 31, 1948.

JOHN S. GRAHAM,
Acting Secretary of the Treasury.

[F R. Doc. 48-8116; Filed, Sept. 9, 1948; 8:53 a. m.]

[T. D. 52040]

PART 4—VESSELS IN FOREIGN AND DOMESTIC TRADE

INWARD FOREIGN MANIFESTS

Sections 4.7 and 4.34, Customs Regulations of 1943, relating to inward foreign manifests, amended.

1. Section 4.7, Customs Regulations of 1943 (19 CFR, Cum. Supp., 4.7) is amended as follows:

Paragraph (a) is amended by deleting the second and third sentences and substituting the following therefor:

§ 4.7 *Inward foreign manifest; production on demand; contents and form.* (a) * * * The manifest shall be legible and complete on customs Form 7527–A, except that a collector of customs is authorized to permit the use of customs Form 7527–B in his district, in lieu of customs Form 7527–A, to such extent as customs Form 7527–B will meet his requirements. The original and one copy of the manifest shall be ready for production on demand.[15] In addition, there shall be at least two other copies except when only one is required for local customs purposes, but a reasonable time shall be allowed by the boarding officer for the preparation of the additional copy or copies. * * *

Paragraph (b) is amended by inserting "when required," after "discharging inspector,"

(Secs. 431, 581 (a) 583, 624, 46 Stat. 710, 747, 748, 759, sec. 203, 49 Stat. 521, 19 U. S. C. 1431, 1581 (a) 1583, 1624, Sec. 102, Reorganization Plan No. 3 of 1946; 3 CFR, 1946 Supp., Ch. IV)

2. Section 4.34 (d) Customs Regulations of 1943 (19 CFR, Cum. Supp., 4.34 (d)) is amended by deleting "on customs Form 7527–B" in the first sentence and substituting therefor "on an inward foreign manifest as set forth in § 4.7 (a) "

(R. S. 251, sec. 624, 46 Stat. 759; 19 U. S. C. 66, 1624)

[SEAL] W R. JOHNSON,
Acting Commissioner of Customs.

Approved: August 31, 1948.

JOHN S. GRAHAM,
Acting Secretary of the Treasury.

[F. R. Doc. 48-8115; Filed, Sept. 9, 1948; 8:53 a. m.]

[T. D. 52039]

PART 5—CUSTOMS RELATIONS WITH CONTIGUOUS FOREIGN TERRITORY

PART 18—TRANSPORTATION IN BOND AND MERCHANDISE IN TRANSIT

IN-TRANSIT SHIPMENTS

Sections 5.11, 18.4, and 18.14, Customs Regulations of 1943, relating to merchandise and baggage in transit through the United States, amended or further amended.

1. Section 5.11, Customs Regulations of 1943 (19 CFR, Cum. Supp., 5.11) as amended, is further amended as follows:

Paragraph (a) is further amended by inserting "(including baggage)" after "merchandise" in the first clause of the first sentence; by amending the parenthetical matter in the first sentence to read "(§§ 18.14 and 18.20–18.24)" and by inserting "or 7520" after "7512" wherever the latter appears.

Paragraph (b) is amended by inserting "(including baggage)" after "merchandise" and by changing the period to a comma and adding "unless the Commissioner has authorized some other special procedure."

(Sec. 553, 46 Stat. 742, sec. 21, 52 Stat. 1087; 19 U. S. C. 1553)

2. Section 18.4 (a) Customs Regulations of 1943 (19 CFR, Cum. Supp. 18.4 (a)), is amended by adding the following sentence: "The Commissioner of Customs may authorize the waiver of sealing of conveyances or compartments in which bonded merchandise is transported in other cases when in his opinion the sealing thereof is unnecessary to protect the revenue or to prevent violations of the customs laws and regulations."

(Sec. 551, 46 Stat. 742, 59 Stat. 667, sec. 624, 46 Stat. 759; 19 U. S. C. 1551, 1624)

3. Section 18.14, Customs Regulations of 1943 (19 CFR, Cum. Supp. 18.14), is amended by inserting the following before the parenthetical matter at the end: "See § 5.11 for the regulations applicable to baggage shipped in transit through the United States between points in Canada or Mexico."

[SEAL] W R. JOHNSON,
Acting Commissioner of Customs.

Approved: August 31, 1948.

JOHN S. GRAHAM,
Acting Secretary of the Treasury.

[F. R. Doc. 48-8114; Filed, Sept. 9, 1948; 8:52 a. m.]

TITLE 24—HOUSING CREDIT

Chapter V—Federal Housing Administration

Subchapter J—House Manufacturing Loans, War Housing Insurance

PART 585—ADMINISTRATIVE RULES OF FEDERAL HOUSING COMMISSIONER UNDER SECTION 609 OF THE NATIONAL HOUSING ACT

APPLICATION AND COMMITMENT

AUTHORITY: §§ 585.1 to 585.7, inclusive, issued under sec. 1, 55 Stat. 61, Pub. Laws 129, 901, 80th Cong.; 12 U. S. C. 1742.

APPLICATION AND COMMITMENT

§ 585.1 *Mortgagee approved under section 203 (b) or section 603 (b) of the National Housing Act approved as lenders to file application.* Application for the insurance of loans under section 609 of the National Housing Act, which are eligible as hereinafter provided, may be filed by any lender which is approved as a mortgagee under sections 203 (b) or 603 (b) of the National Housing Act, and by any other chartered institution or permanent organization having succession upon its approval by the Commissioner for a particular transaction.

§ 585.2 *Form of application.* The application must be made upon a standard form prescribed by the Commissioner and forwarded to the Federal Housing Administration, Washington 25, D. C.

Prior to the filing of the formal application, the proposed borrower or the proposed lender may submit to the Federal Housing Administration a request for a preliminary analysis with respect to specific questions of eligibility upon a standard form to be prescribed by the Commissioner, which request should be forwarded to Washington headquarters.

§ 585.3 *Fee to accompany application.* The application must be accompanied by the lender's check for a sum computed at the rate of three dollars ($3) per thousand dollars ($1,000) of the original principal amount of the loan applied for. If the application is refused without an estimate of the necessary current cost of manufacturing the houses, the fee paid will be returned to the applicant. If agreements are entered into between the borrower and the lender, with the approval of the Commissioner for the substitution of the security for an insured loan, the Commissioner may charge a further fee payable at the time of the request for substitution, in such amount as may be determined by the Commissioner, but, in no event, shall such additional fee exceed one dollar and a half ($1.50) per thousand dollars ($1,000) of the loan value of the substituted security as determined by the Commissioner.

§ 585.4 *Approval of application.* Upon approval of an application, acceptance of the loan for insurance will be evidenced by the issuance of a commitment setting forth, upon a form prescribed by the Commissioner, the terms and conditions under which the insurance will be granted.

MANUFACTURER'S LOAN

§ 585.5 *Manufacturer's loan, eligibility requirements.* To be eligible for insurance:

(a) *Use of proceeds.* The proceeds of the loan shall be used for the purpose of financing the cost of manufacturing houses meeting such requirements of sound quality, durability, livability, and safety as may be prescribed by the Commissioner.

(b) *Maximum amount of loan.* The loan shall involve a principal obligation not in excess of ninety per centum (90%) of the amount which the Commissioner estimates will be the necessary current cost of manufacturing such houses, exclusive of profit, less such amounts as may have been paid by a purchaser prior to the assignment of the purchase contracts as security for the loan.

(c) *Execution of binding purchase contracts.* The manufacturer shall establish that binding purchase contracts have been executed satisfactory to the Commissioner providing for the purchase and delivery of the houses to be manufactured, which contracts shall provide for the payment of the purchase price at such time as may be agreed to by the parties thereto, but, in no event, shall the purchase price be payable on a date in excess of thirty (30) days after the date of delivery of such houses, unless not less than twenty per centum (20%) of such purchase price is paid on or before the date of delivery and the lender has accepted and discounted or has agreed to accept and discount, a promissory note or notes, executed by the purchaser, representing the unpaid portion of such purchase price pursuant to § 585.6. All purchase contracts providing for the payment of the purchase price after delivery of the house or houses shall, by their terms, require the purchaser at or prior to delivery to execute a note or notes representing the unpaid portion of the purchase price of such house or houses.

(d) *Security, agreements and undertakings.* The loan shall be secured by an assignment of the purchase contracts specified in the next preceding paragraph and of all sums payable under such purchase contracts on or after the date of such assignment, with the right in the assignee to proceed against such security in the case of default as provided in the assignment, which assignment shall be in such form and contain such terms and conditions as may be prescribed by the Commissioner; and the Commissioner may require such other agreements and undertakings to further secure the loan as he may determine, including the right, in the case of default or at any time necessary to protect the lender, to compel delivery to the lender of any houses manufactured with the proceeds of the loan and then owned and in the possession of the manufacturer.

(e) *Requirements with respect to plant facilities, capital funds, and experience and credit standing.* The manufacturer shall establish to the satisfaction of the Commissioner that he has or will have (1) adequate plant facilities, (2) sufficient capital funds, taking into account the loan applied for, and (3) the experience necessary to achieve the required production schedule. The manufacturer must have a general credit standing satisfactory to the Commissioner.

(f) *Maturity.* The loan shall have a maturity satisfactory to the Commissioner but not in excess of one year from the date of the note.

(g) *Rate of interest.* The loan may bear interest at such rate as may be agreed upon between the borrower and the lender, but in no case shall such interest rate be in excess of four per centum (4%) per annum on the amount of the principal obligation outstanding at any time.

(h) *Loan agreement, matters required therein.* The manufacturer and the lender shall, prior to the insurance of the loan, enter into a written loan agreement, containing such terms and conditions and undertakings with respect to the loan transaction as may be approved by the Commissioner, including provisions with respect to the manner and conditions under which advances, if any, during the process of manufacture are to be made by the lender and approved for insurance by the Commissioner, and provisions under which substitutions of security may be made from time to time. Such loan agreement may also contain the conditions under which the lender may agree to accept or discount promissory notes executed by purchasers under purchase contracts assigned as security for the loan, which promissory notes the lender intends to report for insurance, pursuant to § 585.6 and section 609 (i) of the National Housing Act.

(i) *Form and contents of note.* The note evidencing the indebtedness shall be in such form and contain such provisions as the Commissioner may determine, including a provision for acceleration of maturity, at the option of the holder, in the event of default in the payment of any sums due thereunder or failure to perform any undertaking or agreement contained in the note or any collateral document executed in connection with the loan transaction.

(j) *Inspections of books, records and operations of manufacturer.* The books, records, contracts, documents, papers, property equipment, buildings and machinery used in connection with and pertaining to the manufacture of the houses shall be subject to inspection and examination by the Commissioner or his duly authorized agent at all reasonable times. The manufacturer shall furnish, at the request of the Commissioner, his employees or attorneys, specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operations, including all papers and documents relating to cost of manufacturing of such houses, and any other information with respect to any matters concerned with the manufacturing of such houses which may reasonably be required by the lender and the Commissioner. The above enumeration of specific items shall not be deemed in any manner to limit the generality of the preceding sentence. In case the manufacturer is in default either under the provisions of the loan, or has failed to meet any applicable requirements of this section, or is in default with respect to any agreement or undertaking between the manufacturer and the lender or any agreement or undertaking to which the Commissioner is a party, the Commissioner may require the manufacturer to furnish at its expense a complete audit of the manufacturer's books of accounts, duly certified by a public accountant satisfactory to the Commissioner.

(k) *Fees and charges collectible from manufacturer.* The lender may charge and collect from the manufacturer the amounts payable by the lender to the Commissioner on account of insurance premiums under the insurance contract, application and appraisal fees, and inspection charges, and, in addition, any amounts payable by the lender to the Commissioner in connection with the insurance of purchasers' notes pursuant to § 585.6. Nothing in this subsection shall be construed as prohibiting the lender from charging the manufacturer an initial service charge, to reimburse itself for the cost of closing the transaction or an additional charge for handling substitutions of security, all such charges to be in amounts as may be agreed upon between the parties.

PURCHASER'S LOAN

§ 585.6 *Requirements of eligibility and conditions of insurance of purchaser's loan.* If in connection with a manufacturer's loan insured under section 609 (b) of the National Housing Act, eligible for insurance as provided in

§ 585.5, the purchase contract or contracts assigned to secure such manufacturer's loan, provide for the payment of not less than twenty per centum (20%) of such purchase price on or before the date of delivery of such houses, with the balance of the purchase price being evidenced by a promissory note or notes to be executed by the purchaser, and the lender has accepted and discounted or has agreed to accept or discount such promissory note or notes, any amounts advanced to the manufacturer or to its account in connection with the loan to the manufacturer, representing the proceeds of such promissory note or notes executed by the purchaser, will be considered a loan to the purchaser and the lender shall be insured against loss on account of any such loans as provided in the contract of insurance to be executed by the lender and the Commissioner in connection with the manufacturer's loan, provided such purchaser's loan or loans meet the conditions set forth in the contract of insurance and the following:

(a) *Maximum amount of loan.* Involve a principal obligation not in excess of eighty per centum (80%) of the purchase price of the manufactured house or houses delivered or to be delivered pursuant to the purchase contract or contracts assigned to secure the manufacturer's loan, and in connection with which the purchaser has paid to the manufacturer or to the lender for the account of the manufacturer on or before the date of delivery of any such houses, the balance of the purchase price in cash, which amount shall in no event be less than twenty per centum (20%) of the purchase price.

(b) *Maturity.* Have a maturity satisfactory to the Commissioner but not in excess of one hundred and eighty (180) days from the date of the note or notes and bear interest at a rate not to exceed four per centum (4%) per annum.

(c) *Form of note.* The note or notes shall be executed on a form satisfactory to the Commissioner, shall bear the genuine signature of the purchaser as maker, and shall be valid and enforceable against the maker or makers.

(d) *Credit standing of purchaser* The purchaser must have a general credit standing satisfactory to the Commissioner. The Commissioner may specify in the contract of insurance with the lender the conditions under which additional notes may be accepted and discounted by the lender.

(e) *No past due loan.* Except with the prior approval of the Commissioner, no promissory note shall be eligible for insurance under this section if, at the time the note is discounted or accepted, the lender has knowledge that the purchaser is past due with respect to any note, purchase contract or other obligation created in connection with or incidental to the manufacturer's loan.

(f) *Limitation of aggregate amount of loans.* The Commissioner may prescribe in the commitment or in the contract of insurance the aggregate amount of purchaser loans which may be reported for insurance under this section with respect to any separate manufacturer's loan, and, in addition, may prescribe the aggregate amount of such purchaser loans which may be reported for insurance with respect to any individual purchaser.

(g) *Report of loan.* All purchaser loans accepted or discounted pursuant to this section shall be reported for insurance to the Commissioner on a form approved by him within thirty (30) days from the date accepted or discounted by the lender.

EFFECTIVE DATE

§ 585.7 *Effective date.* The Administrative rules in this part are effective as to all loans with respect to which a commitment to insure under section 609 is issued to an approved lender on or after September 3, 1948.

PART 586—ADMINISTRATIVE REGULATIONS OF FEDERAL HOUSING COMMISSIONER UNDER SECTION 609 OF TITLE VI OF NATIONAL HOUSING ACT

Sec.

AUTHORITY: §§ 586.1 to 586.9, inclusive, issued under sec. 1, 55 Stat. 61, Pub. Laws 129,901, 80th Cong.; 12 U. S. C. 1742.

§ 586.1 *Citation.* The regulations in this part may be cited and referred to as "Regulations of the Federal Housing Commissioner under section 609 of the National Housing Act, as amended, revised September 3, 1948."

§ 586.2 *Definitions.* As used in the regulations in this part the term:

(a) "Commissioner" means the Federal Housing Commissioner.

(b) "Act" means the National Housing Act, as amended.

(c) "Contract of Insurance" means the written instrument duly executed by the Commissioner and the lender setting forth the terms, conditions, and provisions of insurance.

(d) "Lender" means a financial institution which is eligible to obtain the insurance of loans made pursuant to section 609 of the act and includes the original lender, its successors and such of its assigns as are approved by the Commissioner.

(e) "Insured Loan" means a loan with respect to which the Commissioner has executed a contract of insurance, and shall include not only the loan to the manufacturer but also any purchaser loan eligible for insurance under section 609 (i) of the National Housing Act, and § 585.6 of this chapter.

§ 586.3 *Insurance premiums*—(a) *Manufacturer's loan.* With respect to a manufacturer's loan, the lender shall pay to the Commissioner an insurance charge, equal to one per centum (1%) of the original principal of the loan specified in the commitment to insure and such premium charge shall be paid on the date the Contract of Insurance becomes effective. Such premium charge shall be construed as fully earned when paid and shall be computed without regard to the amount of the loan actually advanced or outstanding.

(b) *Purchaser's loan.* With respect to a purchaser's loan, the lender shall pay to the Commissioner an insurance charge, equal to one-half of one per centum (½ of 1%) of the original face amount of any such loan. Such charge shall be paid at the time the loan is reported for insurance.

§ 586.4 *Contract of insurance.* Upon compliance satisfactory to the Commissioner with the terms of the commitment to insure, the Commissioner and the lender shall execute the contract of insurance and the loan shall be an insured loan from the effective date of such contract, and such contract may contain provisions to insure the lender against any losses it may sustain resulting from the acceptance and discount of any purchaser's note. The Commissioner and the lender shall thereafter be bound by the contract of insurance, subject to the provisions of the regulations in this part which shall form a part of each such contract.

The contract of insurance shall contain such provisions as the Commissioner may prescribe with respect to the servicing of the loan, submission of reports and notices regarding the loan transaction and other duties of the lender in the handling of the loan transaction prior or subsequent to default, consistent with the provisions of section 609 of the act and the Administrative rules and regulations thereunder.

§ 586.5 *Default and rights of lender under insurance contract with respect to manufacturer's loan* — (a) *Default and filing claim.* If the manufacturer fails to make any payment due under or provided to be paid by the terms of the loan or fails to perform any other covenant or obligation contained in any assignment, agreement or undertaking executed by the borrower in connection with such loan, because of which the lender has declared the full amount due and payable under the acceleration clause contained therein, and such failure continues for a period of thirty (30) days, the loan shall be considered in default and the lender shall within thirty (30) days thereafter give notice in writing to the Commissioner of such default. At any time within thirty (30) days after the date of such notice, or within such further period as may be agreed upon by the Commissioner in writing, the lender shall, in such manner as the Commissioner may require, assign, transfer, and deliver to the Commissioner the original credit instrument without recourse or warranty, except that the note bears the genuine signature of the manufacturer as borrower, is valid and enforceable in the jurisdiction in which it is issued, the amount stated in the instrument of assignment is actually due and owing, there are no offsets or counterclaims thereto, and that the lender has a good right to assign the note and other items enumerated below.

(1) All rights and interest arising with respect to the loan so in default;

(2) All claims of the lender against the borrower or others, arising out of the loan transaction, except such claims as may have been released with the approval of the Commissioner;

(3) Any cash or property held by the lender, or to which it is entitled, as deposits made for the account of the borrower and which have not been applied in reduction of the principal of the loan; and

(4) All records, documents, books, papers, and accounts relating to the loan transaction.

The assignment provided for in this section shall be in a form satisfactory to the Commissioner.

(b) *Payment of debentures.* Upon such assignment, transfer, and delivery and compliance with the provisions of paragraph (a) of this section, the Commissioner shall deliver to the lender:

(1) Debentures of the War Housing Insurance Fund as set forth in section 604 (d) of the act, issued as of the date the loan became in default, bearing interest at the rate of two and one-half per centum (2½%) per annum, payable semi-annually on the first day of January and the first day of July of each year and having a total face value equal to the unpaid principal balance of the loan on the date of default as determined in paragraph (a) of this section, less any amounts received by the lender from any source and applied on the loan subsequent to the date of default and prior to its assignment to the Commissioner.

(2) Such debentures shall be registered as to principal and interest and all or any such debentures may be redeemed at the option of the Commissioner with the approval of the Secretary of the Treasury at par and accrued interest on any interest payment day on three months' notice of redemption given in such manner as the Commissioner shall prescribe. Such debentures shall be issued in multiples of fifty dollars ($50) and any difference not in excess of fifty dollars ($50) between the amount of debentures to which the lender is otherwise entitled hereunder and the aggregate face value of the debentures issued shall be paid in cash by the Commissioner to the lender.

§ 586.6 *Default and rights of lender under insurance contract with respect to purchaser loans*—(a) *Default.* The failure of the purchaser to make any payment due under or provided to be paid by the terms of any promissory note or notes executed by the purchaser and accepted and discounted by the lender and reported for insurance under the provisions of section 609 (i) of the National Housing Act, as amended, shall be considered a default under this subsection, and the lender shall be entitled to receive the benefit of the insurance as hereinafter provided.

(b) *Form of claim.* Claim for reimbursement for loss shall be made on a form provided by the Commissioner and executed by a duly qualified officer of the lender and shall be accompanied by the lender's complete credit and collection file pertaining to the transaction.

(c) *Time of filing claim and requirements with respect thereto.* At any time within thirty (30) days after the date of default or within such further period as may be agreed upon by the Commissioner in writing, the lender shall, in such manner as the Commissioner may require, assign, transfer, and deliver to the Commissioner the original note or notes without recourse or warranty, except that the note bears the genuine signature of the purchaser, as borrower, is valid and enforceable, the amount stated in the instrument of assignment is actually due and owing, there are no offsets or counterclaims thereto, and that the lender has a good right to assign the note and other items enumerated below:

(1) All rights and interest arising with respect to the loan so in default;

(2) All claims of the lender against the borrower or others, including any property or security of whatever nature, arising out of the loan transaction, except such claims as may have been released with the approval of the Commissioner; and

(3) All records, documents, books, papers, and accounts relating to the loan transaction.

The assignment provided for herein shall be in a form satisfactory to the Commissioner.

(d) *Payment of debentures.* Upon such assignment, transfer, and delivery and compliance with the provisions of paragraphs (a) (b) and (c) of this section, the Commissioner shall deliver to the lender:

(1) Debentures of the War Housing Insurance Fund as set forth in section 604 (d) of the act issued as of the date application is filed for the insurance benefits and shall bear interest from such date at the rate of two and one-half per centum (2½%) per annum; payable semi-annually on the first day of January and the first day of July of each year and having a total face value equal to the unpaid principal balance of the loan on the date of default as determined in paragraph (a) of this section, plus interest at the rate of four per centum (4%) per annum from the date of default to the date the application is filed for the insurance benefits.

(2) Such debentures shall be registered as to principal and interest and all or any such debentures may be redeemed at the option of the Commissioner with the approval of the Secretary of the Treasury at par and accrued interest on any interest payment day on three (3) months' notice of redemption given in such manner as the Commissioner shall prescribe. Such debentures shall be issued in multiples of fifty dollars ($50) and any difference not in excess of fifty dollars ($50) between the amount of debentures to which the lender is otherwise entitled hereunder and the aggregate face value of the debentures issued shall be paid in cash by the Commissioner to the lender.

§ 536.7 *Assignments*—(a) *Manufacturer's loans.* Manufacturer's loans insured under the regulations in this part may be transferred (but, except with the written approval of the Commissioner, only subsequent to full disbursement of the loan proceeds) to a transferee, who is approved by the Commissioner. Upon such approval and transfer and the assumption by the transferee of all obligations under the contract of insurance, the transfer shall be released from its obligations under the contract of insurance.

(b) *Purchaser's loans.* Purchaser loans insured under the regulations in this part may be transferred with the approval of the Commissioner: *Provided*, That no such approval will be given except in connection with an assignment of the manufacturer's loan.

§ 586.8 *Amendments.* The regulations in this part may be amended by the Commissioner at any time and from time to time, in whole or in part, but such amendment shall not affect the contract of insurance on any loan already insured, or any loan on which the Commissioner has made a commitment to insure.

§ 586.9 *Effective date.* The regulations in this part are effective as to all loans on which a commitment to insure under section 609 is issued to an approved lender on or after September 3, 1948.

Issued at Washington, D. C., September 3, 1948.

FRANKLIN D. RICHARDS,
Federal Housing Commissioner.

[F. R. Doc. 48-8113; Filed, Sept. 9, 1948; 8:52 a. m.]

Chapter VIII—Office of Housing Expediter

PART 851—ORGANIZATION DESCRIPTION, INCLUDING DELEGATION OF FINAL AUTHORITY

DESIGNATION OF ACTING HOUSING EXPEDITER

Designation of Acting Housing Expediter. J. Walter White is hereby designated to act as Housing Expediter during my absence from September 7, 1948, to October 8, 1948, with the title "Acting Housing Expediter" with all the powers, duties, and rights conferred upon me by the Housing and Rent Act of 1947, as amended, or any other act of Congress or Executive order, and all such powers, duties, and rights are hereby delegated to such officer for such period.

(Pub. Laws 129, 464, 80th Cong.)

Issued this 3d day of September 1948.

TIGHE E. WOODS,
Housing Expediter.

[F. R. Doc. 48-8092; Filed, Sept. 9, 1948; 8:46 a. m.]

TITLE 36—PARKS AND FORESTS

Chapter II—Forest Service, Department of Agriculture

PART 261—TRESPASS

SITGREAVES NATIONAL FOREST; REMOVAL OF TRESPASSING HORSES

Whereas a number of horses are trespassing and grazing on the Heber, the

Chevalon, and a part of the Pinedale Ranger Districts in the Sitgreaves National Forest, State of Arizona; and

Whereas these horses are consuming forage needed for permitted livestock, are causing extra expense to established permittees, and are injuring national-forest lands;

Now, therefore, by virtue of the authority vested in the Secretary of Agriculture by the Act of June 4, 1897 (30 Stat., 35, 16 U. S. C. 551) and the act of February 1, 1905 (33 Stat., 628, 16 U. S. C. 472) the following order for the occupancy, use, protection, and administration of land in the Heber, Chevalon, and part of the Pinedale Ranger Districts of the Sitgreaves National Forest is issued:

Temporary closure from livestock grazing.[1] (a) The following-described areas in the Sitgreaves National Forest are hereby closed for the period October 1, 1948 to September 30, 1949 to grazing by horses excepting those that are lawfully grazing on or crossing land in such allotments pursuant to the regulations of the Secretary of Agriculture, or that are used in connection with operations authorized by such regulations, or that are used as riding, pack, or draft animals by persons traveling over such lands:

The Chevalon, Heber and part of the Pinedale Districts, Sitgreaves National Forest, bounded on the east by the west boundary fences of the Pinedale Community Allotment and the Park Community Allotment; on the south by the fences between the Apache Indian Reservation and the Sitgreaves National Forest, the fence between the Tonto National Forest and the Sitgreaves National Forest, and the Mogollon rim, an impassable barrier; on the west by the boundary between the Coconino and Sitgreaves National Forests, generally along Leonard and Clear Creek Canyons; and on the north by the forest boundary fence, and the north boundary fence of the Grover Springs Allotment.

(b) Officers of the United States Forest Service are hereby authorized to dispose of, in the most humane manner, all horses found trespassing or grazing in violation of this order.

(c) Public notice of intention to dispose of such horses shall be given by posting notices in public places or advertising in a newspaper of general circulation in the locality in which the Sitgreaves National Forest is located.

(30 Stat. 35, 33 Stat. 628; 16 U. S. C. 551, 472)

Done at Washington, D. C., this 3d day of September 1948.

Witness my hand and the seal of the Department of Agriculture.

[SEAL] CHARLES F. BRANNAN,
Secretary of Agriculture.

[F. R. Doc. 48-8139; Filed, Sept. 9, 1948; 8:58 a. m.]

[1] This affects tabulation contained in 36 CFR, Sec. 261.50.

TITLE 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 127—INTERNATIONAL POSTAL SERVICE: POSTAGE RATES, SERVICE AVAILABLE, AND INSTRUCTIONS FOR MAILING

GERMANY; ADDITIONAL MAIL SERVICE

In § 127.264 *Germany*, of Subpart D, (13 F R. 980, 2167) make the following changes:

1. Amend paragraph (a) (1) by deleting therefrom the following sentence: "Printed matter accepted only to the American and British zones (see subparagraph (5) (iii) of this paragraph.)"

2. Amend paragraph (a) (2) to read as follows:

(2) *Special delivery.* Letters and other regular mail articles addressed to the French Zone of Germany will be given special-delivery service at destination, provided they are prepaid the fee of twenty cents in addition to the postage and bear the "Exprès" label (Form 2977) or are plainly marked in red ink "Exprès"

No special delivery service to the remainder of Germany.

3. Amend paragraph (a) (5) (iii) by changing the first paragraph thereof to read as follows:

(iii) Printed matter up to 4 pounds 6 ounces in weight may be mailed on a gift basis to the American and British Zones of Germany, excluding Berlin; also allowed are copies of certain trade publications when mailed in response to subscriptions placed with the approval of the governing authorities in the Bizonal area.

Printed matter up to 6 pounds 9 ounces in weight may also be mailed to the French Zone of Germany, excluding Berlin, but only the following types are accepted: Printed personal or family announcements, such as birth, marriage, and death announcements, visiting cards, etc., also catalogs, prospectuses, and similar commercial literature. These articles may be registered upon payment of the fee of 20 cents in addition to the regular postage:

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

[SEAL] JOSEPH J. LAWLER,
Acting Postmaster General.

[F. R. Doc. 48-8098; Filed, Sept. 9, 1948; 8:47 a. m.]

PART 127—INTERNATIONAL POSTAL SERVICE: POSTAGE RATES, SERVICE AVAILABLE, AND INSTRUCTIONS FOR MAILING

TOBACCO IN GIFT PACKAGES FOR THE NETHERLANDS

In § 127.307 *Netherlands*, of Subpart D (13 F. R. 1012, 4234) make the following change:

Amend paragraph (b) (4) (v) to read as follows:

(v) Gift parcels addressed to individuals in the Netherlands may not contain more than 400 cigarettes or 1,000 grams (2 pounds 3 ounces) of chopped tobacco, which amounts represent the monthly quota of tobacco that individuals are allowed to receive.

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

[SEAL] JOSEPH J. LAWLER,
Acting Postmaster General.

[F. R. Doc. 48-8097; Filed, Sept. 9, 1948; 8:46 a. m.]

PART 127—INTERNATIONAL POSTAL SERVICE: POSTAGE RATES, SERVICE AVAILABLE, AND INSTRUCTIONS FOR MAILING

SEYCHELLES; AIR MAIL SERVICE INITIATED

In § 127.346 *Seychelles*, of Subpart D (13 F R. 1036), make the following change:

Change paragraph (a) (3) to read as follows:

(3) *Air mail service.* Initiated September 1, 1948. Postage rate, 25 cents per half ounce or fraction.

It is to be noted that the air-mail articles will be dispatched via Mombasa, British East Africa, for onward forwarding by steamship. Sea dispatches from Mombasa to Seychelles are irregular and one or two services monthly are the most that can be expected.

(R. S. 161, 396, 398, secs. 304, 309, 42 Stat. 24, 25, 48 Stat. 943; 5 U. S. C. 22, 369, 372)

[SEAL] JOSEPH J. LAWLER,
Acting Postmaster General.

[F. R. Doc. 48-8096; Filed, Sept. 9, 1948; 8:46 a. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

PART 95—CAR SERVICE

[S. O. 817, Amdt. 2]

REDUCED RATES ON GIANT REFRIGERATOR CARS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 3d day of September A. D. 1948.

Upon further consideration of Service Order No. 817 (13 F. R. 3320) as amended (13 F R. 3738) and good cause appearing therefor: *It is ordered*, That:

Section 95.817 *Reduced rates on Giant type refrigerator cars*, of Service Order No. 817 (13 F R. 3320), be, and it is hereby further amended by substituting the following paragraph (g) for paragraph (g) thereof:

(g) *Expiration date.* This order shall expire at 12:01 a. m., December 31, 1948, unless otherwise modified, changed, suspended or annulled by order of this Commission.

Tariff provisions suspended. The operation of all tariff rules, regulations, or

charges insofar as they conflict with this order is hereby suspended.

Announcement of suspension. Each railroad, or its agent, shall file and post a supplement to each of its tariffs affected hereby, substantially in the form authorized in Rule 9 (k) of the Commission's Tariff Circular No. 20 (§ 141.9 (k) of this chapter) announcing the suspension of the operation of any of the provisions therein, and establishing the substituted provisions set forth.

Effective date. This amendment shall become effective at 11:59 p. m., September 4, 1948.

It is further ordered, That a copy of this amendment and direction be served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

(40 Stat. 101, sec. 402; 41 Stat. 476, 485; sec. 4, 10; 54 Stat. 901, 912; 49 U. S. C. 1 (10)–(17), 15 (4))

By the Commission, Division 3.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 48-8112; Filed, Sept. 9, 1948; 8:50 a. m.]

TITLE 50—WILDLIFE

Chapter I—Fish and Wildlife Service, Department of the Interior

Subchapter Q—Alaska Commercial Fisheries

PART 208—KODIAK AREA FISHERIES

HERRING CATCH LIMITATION; EXCEPTION

Basis and purposes. As a result of investigations by field biologists of the Fish and Wildlife Service, it has been determined that the take of herring in the Kodiak Island region indicates a population of older fish than had been anticipated. It has been determined that this population can yield an additional 60,000 barrels of herring to the commercial fishery without injury to the stock. Accordingly, to increase the herring catch quota in the Kodiak region, § 208.25 is amended as follows:

Section 208.25 *Herring catch limitation; exceptions,* is hereby amended by deleting therefrom "300,000 barrels" and substituting in lieu thereof "360,000 barrels"

Since the present quota of 300,000 barrels is almost filled, any delay in the effective date of this amendment would unnecessarily disrupt the industry. Accordingly, this amendment to the regulations shall become effective immediately upon publication in the FEDERAL REGISTER.

(44 Stat. 752; 48 U. S. C. 221; sec. 4 (e) Reorg. Plan II of 1939, 3 CFR, 1939 Supp., Ch. IV)

WILLIAM E. WARNE, *Assistant Secretary of the Interior.*

SEPTEMBER 3, 1948.

[F. R. Doc. 48-8034; Filed, Sept. 9, 1948; 8:46 a. m.]

PROPOSED RULE MAKING

DEPARTMENT OF AGRICULTURE

Production and Marketing Administration

[7 CFR, Part 975]

HANDLING OF MILK IN CLEVELAND, OHIO, MARKETING AREA

DECISION WITH RESPECT TO PROPOSED MARKETING AGREEMENT AND PROPOSED AMENDMENT TO ORDER, AS AMENDED

Pursuant to Public Act No. 10, 73rd Congress (May 12, 1933) as amended, and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (hereinafter referred to as the "act") and the rules of practice and procedure, as amended, governing proceedings to formulate marketing agreements and orders (7 CFR., Supps., 900.1 et seq., 12 F. R. 1159, 4904), a public hearing was held at Cleveland, Ohio, on March 18 and 19, 1948, after the issuance of a notice on March 12, 1948, (13 F. R. 1326)

Upon the basis of the evidence introduced at the hearing and the record thereof, the Assistant Administrator, Production and Marketing Administration, on July 26, 1948, filed with the Hearing Clerk, United States Department of Agriculture, his recommended decision in this proceeding. The notice of filing of such recommended decision and opportunity to file written exceptions thereto was published in the FEDERAL REGISTER (13 F. R. 4395, 4551).

Exceptions were filed on behalf of the Milk Market Survey Committee, representing a large majority of the handlers, and by the Pet Milk Company. These exceptions have been considered and appropriate revisions made. To the extent to which the findings and conclusions of the recommended decision as hereinafter modified, are at variance with the exceptions, such exceptions are hereby overruled. Counsel for the Milk Market Survey Committee requested a ruling as to whether the modified proposal submitted for proposal No. 5 of the Milk Producers Federation of Cleveland set forth in the notice of hearing may be properly considered as being within the scope of such notice. This request was renewed in connection with the exceptions filed. It is hereby determined that such modified proposal was within the scope of the notice of hearing.

The material issues and the findings and conclusions of the recommended decision (F. R. Doc. 48-6856; 13 F. R. 4395, 4551) are hereby approved and adopted as the material issues and the findings and conclusions of this decision as if set forth in full herein subject to the following amendments:

1. Delete the first two sentences of the second paragraph beginning in column 2, 13 F. R. 4396 (F. R. Doc. 48-6856), and substitute therefor the following:

The extent of the need for milk in the short production season of October through January indicates that the minimum delivery requirements applicable to plants already qualified as pool plants also should be raised in order that adequate milk supplies may be assured in these months. On the other hand once a plant has attained pool plant status it is felt that such plant should not be disqualified on the basis of failure to meet the more stringent standard for one month. It is provided, therefore, that a pool plant will not be disqualified if it delivers more than 10 percent but fails to deliver 50 percent of its dairy farm supply in one of the months of October, November, December, and January.

2. Delete the third paragraph beginning in column 3, 13 F. R. 4396 (F. R. Doc. 6856) in its entirety and substitute therefor the following:

The problem of pricing skim milk (from producer milk) used to produce bulk condensed skim milk appears to involve primarily its ultimate use value in the manufacture of ice cream and ice cream mix by handlers. Handlers emphasized that bulk condensed skim milk and nonfat dry milk solids from outside sources may be substituted readily for bulk condensed skim milk made from producer milk in the manufacture of ice cream to be sold locally. It was contended further that the price of skim milk for bulk condensed skim milk should be related closely to the market price for nonfat dry milk solids. It was also stated, however, that the use of producer milk in making ice cream offers some advantage from the standpoint of the quality of product marketed.

Normally there is a price differential between the market prices of bulk condensed skim milk and nonfat dry milk solids. The prices for nonfat solids in bulk condensed skim milk usually run higher than the prices of nonfat dry milk solids made by either spray or roller process. Data contained in the record relative to the open market prices of plain condensed skim milk in bulk delivered at Cleveland from outside plants and the open market prices of nonfat dry milk solids provide a reasonable basis for estimating the value of skim milk from producer milk used in the manufacture of condensed skim milk in relation to the prices of nonfat dry milk solids, taking into account a somewhat unusual condition of price relationships in 1947. This relationship may be expressed, for convenience, in terms of a differential over the price of skim milk used to produce roller process nonfat dry milk solids as determined by a formula

already contained in the order. Allowing for the fact that the latter formula uses roller process nonfat dry milk solids quotations f. o. b. manufacturing points in the Chicago area, whereas prices on bulk condensed skim milk submitted were quoted on a "delivered at Cleveland" basis, and considering that the ultimate use of a large percentage of the skim milk being priced will be in the form of Class II milk items, an appropriate differential under present circumstances would be the equivalent of approximately 25 cents per hundredweight of skim milk. A differential of 25 cents per hundredweight over the price for skim milk in roller process nonfat dry milk solids has been provided, therefore, in the formula for pricing skim milk in bulk condensed skim milk and cottage cheese to reflect a reasonable price level for such skim milk.

3. Delete the last two sentences of the first paragraph beginning in column 1, 13 F R. 4397 (F R. Doc. 48–6856) and substitute therefor the following:

The proposal submitted by producers does not satisfy the need for a new formula for this purpose. However, such proposal may be used, with modification, as an appropriate basis for pricing skim milk utilized in the manufacture of evaporated or condensed milk (or skim milk) in hermetically sealed cans. The current average price of the 18 plants named in § 975.6 (a) (1) is used as the basis for the formula offered by the producers. However, over a period of time this price runs somewhat higher than the average price at representative Ohio condensary plants, as shown by the record. A downward adjustment of 8 cents per hundredweight in the current average price of the 18 plants named in § 975.6 (a) (1) should compensate for this price difference.

Marketing agreement and order Annexed hereto and made a part hereof are two documents entitled, respectively, "Marketing Agreement Regulating the Handling of Milk in the Cleveland, Ohio, Marketing Area," and "Order Amending the Order, as Amended, Regulating the Handling of Milk in the Cleveland, Ohio, Marketing Area," which have been decided upon as the appropriate and detailed means of effecting the foregoing conclusions. These documents shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure covering proceedings to formulate marketing agreements and orders have been met.

Determination of representative period. The month of February, 1948, is hereby determined to be the representative period for the purpose of ascertaining whether the issuance of an order amending the order, as amended, regulating the handling of milk in the Cleveland, Ohio, milk marketing area in the manner set forth in the attached amending order is approved or favored by producers who during such period were engaged in the production of milk for sale in the marketing area specified in such marketing order, as amended.

It is hereby ordered that all of this decision, except the attached marketing agreement, be published in the FEDERAL REGISTER. The regulatory provisions of said marketing agreement are identical with those contained in the attached order which will be published with the decision.

This decision filed at Washington, D. C., this 3d day of September 1948.

[SEAL] CHARLES F BRANNAN,
Secretary of Agriculture.

Order[1] Amending the Order, as Amended, Regulating the Handling of Milk in the Cleveland, Ohio, Marketing Area

§ 975.0 *Findings and determinations.* The findings and determinations hereinafter set forth are supplementary to and in addition to the findings and determinations made in connection with the issuance of this order and of each of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed except insofar as such findings and determinations may be in conflict with the findings and determinations set forth in this section.

(a) *Findings upon the basis of the hearing record.* Pursuant to Public Act No. 10, 73rd Congress (May 12, 1933) as amended, and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (hereinafter referred to as the "act") and the rules of practice and procedure covering the formulation of marketing agreements and orders (7 CFR, Supps., 900.1 et seq., 12 F. R. 1159, 4904) a public hearing was held upon certain proposed amendments to the tentative marketing agreement and to the order, as amended, regulating the handling of milk in the Cleveland, Ohio, milk marketing area. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order, as amended and as hereby further amended, and all of the terms and conditions of said order, as amended and as hereby further amended, will tend to effectuate the declared policy of the act;

(2) The prices calculated to give milk produced for sale in said marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to Sections 2 and 8e of the act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supplies of and demand for such milk, and the minimum prices specified in the order, as amended, and as hereby further amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(3) The said order, as amended, and as hereby further amended, regulates the handling of milk in the same manner as and is applicable only to persons in the respective classes of industrial and commercial activity specified in a marketing agreement upon which hearings have been held.

Order relative to handling. It is therefore ordered, That on and after the effective date hereof, the handling of milk in the Cleveland, Ohio, marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as amended, and as hereby further amended; and the aforesaid order, as amended, is hereby further amended as follows:

1. Delete § 975.3 (a) (2) (ii) and substitute therefor the following:

(ii) A plant which either was a pool plant on August 31, 1948, or has become a pool plant pursuant to subparagraph (3) of this paragraph.

2. Delete § 975.3 (a) (3) and substitute therefor the following:

(3) A plant having approval of the appropriate health authority in the marketing area to do so which has, within the delivery period of January, February, or March and within each of the five consecutive preceding delivery periods, furnished milk to a pool plant described in subparagraph (1) of this paragraph in an amount equal to 50 percent or more of its entire receipts of milk from dairy farmers during each such delivery period.

3. Delete § 975.3 (c) and substitute therefor the following:

(c) *Disqualification.* A plant shall be disqualified as a pool plant under either of the following circumstances:

(1) Upon prior written request for disqualification made by the plant operator; such disqualification to be effective at the beginning of the first delivery period (following the market administrator's receipt of such request) within which no milk was furnished by such plant to a pool plant described in paragraph (a) (1) of this section; or

(2) If such plant furnished to a pool plant described in paragraph (a) (1) of this section less than 10 percent of its dairy farm supply of milk in any month except April, May, June, or July and less than 50 percent of such supply during more than one of the months of October, November, December, and January: *Provided,* That upon receipt by the market administrator prior to the delivery period of a written request made by the handler, all pool plants operated by such handler shall be considered, for such delivery period, as one plant for the purpose of meeting the minimum percentage requirements of this subparagraph: *And provided further* That this subparagraph shall not apply to the plant of the Milk Producers Federation of Cleveland.

4. Delete § 975.5 (b) (1) (ii) and substitute therefor the following:

(ii) Transferred as any item included in subdivision (i) of this subparagraph from a pool plant to the plant of a producer-handler, or transferred as any such item, except cream, to a nonpool plant located more than 265 miles from the Public Square in Cleveland, Ohio, by shortest highway distance as determined by the market administrator;

[1] This order shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure governing proceedings to formulate marketing agreements and marketing orders have been met.

5. Delete § 975.5 (g) (2) and substitute therefor the following:

(2) For the delivery periods of October, November, December, and January, subtract from the pounds of butterfat in Class I milk, the smaller of the following:

(i) The pounds, if any, by which the butterfat in milk received from producers and pool plants is less than 110 percent of the pounds of butterfat in such handler's milk, skim milk, buttermilk, flavored milk and flavored milk drink classified as Class I milk (exclusive of any reconstituted skim milk) pursuant to paragraph (b) (1) (i) of this section, not including such Class I milk transferred to pool plants or to nonpool plants; or

(ii) The pounds of butterfat in other source milk received.

6. Delete § 975.6 (b) (2) and substitute therefor the following:

(2) The price of butterfat shall be the amount obtained in subparagraph (1) of this paragraph, multiplied by 20: *Provided,* That in no event shall (i) the price of butterfat pursuant to this subparagraph for sweet or sour cream, or of any mixture of cream and milk (or skim milk) be less than the price computed pursuant to paragraph (c) (2) of this section, or (ii) the price of butterfat for the remaining items of Class I milk be less than the price of butterfat computed pursuant to paragraph (c) (2) of this section plus $3.00.

7. Delete § 975.6 (c) (3) and substitute therefor the following:

(3) The price of skim milk shall be that computed pursuant to the first proviso in paragraph (d) (2) of this section.

8. Delete subparagraphs (2) and (3) of § 975.6 (d) and substitute therefor the following:

(2) The price of skim milk (calculated to the nearest full cent) shall be the average carlot price per pound of nonfat dry milk solids for human consumption, roller process, f. o. b., manufacturing plants, as published for the Chicago area for the delivery period by the Department of Agriculture, less 5.5 cents, and then multiplied by 8.5: *Provided,* That the price of skim milk used to produce bulk condensed skim milk or whole milk (sweetened or unsweetened) cottage cheese, and powdered malted milk shall be such price, plus 25 cents: *And provided also,* That the price of skim milk used to produce evaporated or condensed milk (or skim milk) in hermetically sealed cans shall be the price resulting from the following computation:

(i) Multiply by 0.035 the price of butterfat computed pursuant to subparagraph (1) of this paragraph prior to the proviso therein;

(ii) Subtract such amount from the price computed for the next succeeding delivery period pursuant to paragraph (a) (1) of this section minus 8 cents;

(iii) Divide this result by 0.965, and round off to the nearest full cent.

9. At the end of § 975.7 (a) replace the period (.) with a colon (:) and add the following proviso:

And provided also, That such handler shall be credited at the difference between the applicable Class I prices for skim milk and butterfat and the highest of the Class III prices for skim milk and butterfat, respectively, with respect to any item specified in § 975.5 (b) (1) (i) disposed of during April, May, June or July to a manufacturer of soup, candy, or bakery products for use in such manufacturing operations.

[F. R. Doc. 48-8133; Filed, Sept. 9, 1948; 8:56 a. m.]

[7 CFR, Part 978]

HANDLING OF MILK IN NASHVILLE, TENN., MARKETING AREA

DECISION WITH RESPECT TO A PROPOSED MARKETING AGREEMENT AND TO A PROPOSED AMENDMENT TO THE ORDER

Pursuant to Public Act No. 10, 73d Congress (May 12, 1933) as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (hereinafter referred to as the "act"), and the rules of practice and procedure, as amended, governing proceedings to formulate marketing agreements and orders (7 CFR, Supps., 900.1 et seq.) a public hearing was held at Nashville, Tennessee, on June 15, 1948, pursuant to a notice issued on June 7, 1948 (13 F. R. 3130).

Upon the basis of the evidence introduced at the hearing and the record thereof, the Assistant Administrator, Production and Marketing Administration, on July 23, 1948, filed with the Hearing Clerk, United States Department of Agriculture, his recommended decision in this proceeding. The notice of filing of such recommended decision and opportunity to file written exceptions thereto was published in the FEDERAL REGISTER on July 28, 1948 (13 F. R. 4324)

The material issues presented on the record of the hearing were whether:

(1) The definition of "other source milk" should be revised to exclude nonfluid milk products received and disposed of in the same form.

(2) The allocation provisions should be revised to provide for the prorating of other source skim milk whenever receipts of producer skim milk are less than 105 percent of the skim milk used in Class I, Class II, and cottage cheese.

(3) The provisions with respect to the computation of the uniform price to producers should be revised to provide for the adoption of a fall premium payment plan whereby a specified amount per hundredweight would be deducted in computing the uniform price for producer milk received during the delivery periods of April, May, and June and paid to the market administrator to be held in escrow for payment to producers during the subsequent delivery periods of September, October, and November.

Rulings on exceptions. Exceptions to the recommended decision were filed on behalf of the handlers who would be subject to the proposed marketing agreement and to the proposed order amending the order. In arriving at the findings and conclusions decided upon in this decision each of the exceptions was carefully and fully considered in conjunction with the record evidence pertaining thereto. To the extent that the findings and conclusions decided upon herein are at variance with the exceptions pertaining thereto such exceptions are overruled.

Findings and conclusions. The proposed findings and conclusions with respect to the aforementioned material issues, all of which are based on the evidence introduced at the hearing and the record thereof are as follows:

(1) The definition of "other source milk" should be revised to exclude all nonfluid milk products (Class III products) which are received and disposed of in the same form. The present provisions of the order require that a handler report the receipts of and pay administrative assessment on all producer milk and other source milk received at a fluid milk plant. The record shows that the elimination of the requirement that handlers report the receipt of nonfluid milk products received and disposed of in the same form would not affect the type or detail of records required to be kept by handlers to enable the market administrator to verify or audit handler receipts and utilization of milk. It would, however, relieve both the market administrator and handlers of the paper work necessitated by the present provision in the reporting and classification of such nonfluid milk products. The proposed change would not affect the price producers receive for milk but would slightly reduce the cost which some handlers are required to pay for the administration of the order. No objections were made to this proposal.

(2) The allocation provisions should be revised to provide for the prorating between Class I and Class II of the receipts of other source skim milk which are in excess of skim milk in Class III, less allowable shrinkage, whenever receipts of skim milk from producers and from other handlers are less than 105 percent of the amount of Class I and Class II skim milk disposed of by the handler to any person other than by transfer or diversion pursuant to § 978.4 (d) The present provisions of the order provide that other source skim milk be assigned in the lowest-priced available utilization after subtracting allowable shrinkage from Class III.

The record indicates that there has been sufficient producer butterfat to supply the market with products required to be made from graded supplies during virtually all months since the inception of the order. There has been, however, insufficient skim milk to meet minimum needs in all periods except the flush months of production. Because of the day-to-day fluctuations in receipts and sales, it is necessary in the Nashville market at this time that the amount of milk delivered by producers be at least 5 percent in excess of the actual amount used in products required to be made from graded supplies if the market is to be adequately supplied. Producers expressed a feeling of some responsibility in supplying the market requirements for graded milk.

It was proposed that the 105 percent rule apply to milk used in Class I, Class II, and cottage cheese. However, the record shows that cottage cheese is not required by the health department to be made from Grade A milk. For this reason, it is not necessary to provide Grade A milk for the production of cottage cheese and consequently the inclusion of cottage cheese in the proposed 105 percent rule is not indicated.

Both handlers and producers originally proposed that the allocation of other source skim milk be based on the combined utilization of all handlers in the market. The record shows the impracticability of administering the proposal on other than an individual-handler basis as well as the inequities which could arise between handlers with sufficient supplies of producer skim milk and those who were required to purchase additional supplies from approved sources.

(3) The uniform price provisions should be revised to include a fall premium payment plan which would provide for the deduction of 45 cents per hundredweight in computing the uniform price to producers for the delivery periods of April, May, and June; such amount to be paid by each handler, for each hundredweight of producer milk received by him, to the market administrator and held in escrow for distribution to producers through the producer-settlement fund during subsequent delivery periods of September, October, and November.

Seasonal pricing under the present order provisions is limited to the seasonal pattern of manufactured milk prices as reflected in the basic formula and to the effect on the blend price of the greater volume of milk in Class III during the months of flush production. Producers and handlers argued that such seasonal changes in prices are insufficient to shift production to the pattern needed to adequately supply market requirements throughout the year. Both contended that a differential of $1.50 per hundredweight between spring and fall prices was needed to produce the desired pattern and that to reflect such a difference in the class price differentials paid by handlers would produce an undesirable and adverse pattern of retail prices. Producers proposed to withhold 40 cents per hundredweight from the uniform price during the months of April, May, and June while handlers contended that 50 cents per hundredweight was necessary to provide the $1.50 differential between spring and fall prices.

The problem of maintaining an adequate fluid milk supply at all seasons of the year is acute in the Nashville market. The record shows that for each year since 1945 receipts of producer milk during the shortest month of production have been less than 60 percent of such receipts during the months of highest production. Thus, an appropriate approach to the problem is to induce producers to shift part of their flush production to the short production season of September, October, and November.

The so-called "fall premium payment plan" of leveling milk production is a simple and expedient method of providing a monetary incentive to producers to make a shift in their production pattern by withholding from the uniform price a specified amount per hundredweight of milk delivered during the months of April, May, and June and by subsequently distributing to the producers through the producer-settlement fund during each of the months of September, October, and November, one-third of the amount of money so deducted. The plan does not change the use-class price of milk to handlers and does not affect a control of production since it does not establish a maximum or minimum quantity of milk that producers either individually or collectively may ship to the market. Under the plan all producers receive the same price per hundredweight of milk of similar test delivered during any particular delivery period. Each producer is free to determine his own yearly production pattern. This plan has the support of both producers and handlers. It is concluded to be a logical and effective means of influencing a more even production pattern in the Nashville market.

General findings. (a) The proposed marketing agreement and the order as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the act;

(b) The prices calculated to give milk produced for sale in the said marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to sections 2 and 8e of the act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect the market supply of and demand for such milk, and the minimum prices specified in the proposed marketing agreement and the order as hereby proposed to be amended are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The proposed marketing agreement and the order as hereby proposed to be amended will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity, specified in the marketing agreement upon which a hearing has been held.

Marketing agreement and order Annexed hereto and made a part hereof are two documents entitled, respectively, "Marketing agreement regulating the handling of milk in the Nashville, Tennessee, marketing area," and "Order amending the order regulating the handling of milk in the Nashville, Tennessee, marketing area," which have been decided upon as the appropriate and detailed means of effectuating the foregoing conclusions. These documents shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure, as amended, covering proceedings to formulate marketing agreements and orders have been met.

It is hereby ordered that all of this decision, except the attached marketing agreement, be published in the FEDERAL REGISTER. The regulatory provisions of said marketing agreement are identical with those contained in the order, as amended by the attached order which will be published with this decision.

This decision filed at Washington, D. C., this 3d day of September 1948.

[SEAL] CHARLES F BRANNAN,
Secretary of Agriculture.

Order[1] *Amending the Order Regulating the Handling of Milk in the Nashville, Tennessee, Marketing Area*

§ 978.0 *Findings and determinations.* The findings and determinations hereinafter set forth are supplementary to and in addition to the findings and determinations made in connection with the issuance of this order; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) *Findings upon the basis of the hearing record.* Pursuant to Public Act No. 10, 73d Congress (May 12, 1933), as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (hereinafter referred to as the "act"), and the rules of practice and procedure, as amended, covering the formulation of marketing agreements and orders (7 CFR, Supps., 900.1 *et seq.*), a public hearing was held June 15, 1948, upon a proposed amendment to the tentative marketing agreement and to the order regulating the handling of milk in the Nashville, Tennessee, milk marketing area. The recommended decision (13 F. R. 4324) was made by the Assistant Administrator of the Production and Marketing Administration on July 23, 1948. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order as hereby amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the act;

(2) The prices calculated to give milk produced for sale in said marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to secs. 2 and 8e of the act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supplies of and demand for such milk, and the minimum prices specified in the order as hereby amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(3) The said order as hereby amended, regulates the handling of milk in the same manner as, and is applicable only to persons in the respective classes of industrial and commercial activity, specified in a marketing agreement upon which a hearing has been held.

[1] This order shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure governing proceedings to formulate marketing agreements and marketing orders have been met.

Order relative to handling. It is therefore ordered, That on and after the effective date hereof, the handling of milk in the Nashville, Tennessee, marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order as hereby amended; and the aforesaid order is hereby amended as follows:

1. Delete § 978.1 (m) and substitute therefor the following:

(m) "Other source milk" means all skim milk and butterfat received in any form from a producer-handler or from a source other than producers or other handlers, except any nonfluid milk product which is received and disposed of in the same form.

2. Delete the semicolon (;) at the end of § 978.4 (f) (1) (ii) and add the following:

Provided, That, if the receipts of skim milk from producers and from other handlers are less than 105 percent of the amount of Class I and Class II skim milk disposed of by such handler to any person other than by transfer or diversion pursuant to paragraph (d) of this section, the pounds of skim milk in other source milk shall be subtracted from the remaining pounds of skim milk in Class III milk, and the pounds of skim milk in other source milk which are in excess of the remaining pounds of skim milk in Class III milk shall be subtracted pro rata from the pounds of skim milk in Class I and Class II milk;

3. Delete the period (.) at the end of § 978.4 (f) (2) and add the following: " except that the proviso in subparagraph (1) (ii) of this paragraph shall not apply."

4. Delete § 978.7 (b) (3) and (5) and substitute therefor the following:

(3) (i) Add an amount equivalent to the cash balance on hand in the producer-settlement fund established by the provisions of subparagraph (5) (i) of this paragraph, less the total amount of contingent obligations to handlers pursuant to § 978.8 (d)

(ii) For such of the delivery periods of September, October, and November, beginning September 1949, add an amount equivalent to one-third of the total of the three amounts representing the cash balance established, during the delivery periods of April, May, and June immediately preceding, as a fall season production incentive pursuant to subparagraph (5) (ii) of this paragraph.

(5) (i) Subtract not less than 4 cents nor more than 5 cents for the purpose of retaining in the producer-settlement fund a cash balance to provide against errors in reports and payments or delinquencies in payments by handlers;

(ii) For each of the delivery periods of April, May, and June, beginning April 1949, subtract 45 cents, for the purpose of establishing in the producer-settlement fund a cash balance for distribution pursuant to subparagraph (3) (ii) of this paragraph. This result shall be known as the "uniform price" per hundredweight for such delivery period for producer milk containing 4.0 percent butterfat, f. o. b. fluid milk plant.

[F. R. Doc. 48-8138; Filed, Sept. 9, 1948; 8:58 a. m.]

[7 CFR, Part 985]

[Docket No. AO-193]

Handling of Emperor Grapes Grown in California

Notice of Recommended Decision and Opportunity to File Written Exceptions With Respect to Proposed Marketing Agreement and Order

Correction

In Federal Register Document 48-7514, appearing at page 4821 in the issue for Friday, August 20, 1948, the following corrections are made:

1. In the third column on page 4825, in the 17th line of paragraph (c), the word "market" should read "marketing"

2. In the first column on page 4827, in the second paragraph of paragraph (e) the seventh sentence should read, "The form or manner of such notice should be that which is reasonably designed to acquaint all interested parties with the details of the marketing policy."

3. In the third column on page 4830, in the 24th line of paragraph (m) the comma after "37" should be deleted.

4. In the third column on page 4831, in the sixth line of subparagraph (9) a comma should follow the word "That"

5. In the second column on page 4832, in the seventh line of § 935.3 (a) a comma should be inserted after the word "committee"

NOTICES

POST OFFICE DEPARTMENT

International Mails; Relief Packages

Acceptance and Rates for Delivery in Japan, Korea and Ryukyu Islands

Effective August 24, 1948, pursuant to arrangements concluded with the Department of the Army, the acceptance is authorized of "U. S. A. Gift Parcels" addressed for delivery in Japan, Korea and the Ryukyu Islands.

The parcels must comply with the conditions set forth in the notice published in the Federal Register of July 23, 1948, entitled "Relief Packages" (13 F. R. 4240) The permitted contents include nonperishable foods, clothing and clothes-making materials, shoes and shoe-making materials, mailable medical and health supplies, and household supplies and utensils, as well as any items permitted in gift parcels for the countries concerned, as shown under the relative country items, as amended, in the Federal Register of February 27, 1948 (13 F. R. 892 et seq.) However, the combined total domestic retail value of all soap, butter and other edible fats, and oils included in each relief parcel must not exceed $5; and the combined total domestic retail value of all streptomycin, quinine sulfate, and quinine hydrochloride included in each relief package must not exceed $5.

"U. S. A. Gift Parcels" for Japan and Korea will be subject to the postage rate of 10 cents a pound. The parcels are acceptable for mailing to all places in Korea and to the four main islands of Japan and the adjacent Japanese islands as listed in the Federal Register of April 16, 1948 (13 F. R. 2044).

"U. S. A. Gift Parcels" for the Ryukyu Islands will be subject to the following rates of postage:

[Rates include transit charges]

Pounds:	Rate	Pounds:	Rate
1	$0.15	12	$1.80
2	.30	13	1.95
3	.45	14	2.10
4	.60	15	2.25
5	.75	16	2.40
6	.90	17	2.55
7	1.05	18	2.70
8	1.20	19	2.85
9	1.35	20	3.00
10	1.50	21	3.15
11	1.65	22	3.30

Service is available to all islands of the Ryukyu Group south of 30° north latitude, including Kuchinoshima.

[SEAL] JOSEPH J. LAWLER,
Acting Postmaster General.

[F. R. Doc. 48-8099; Filed, Sept. 9, 1948; 8:47 a. m.]

DEPARTMENT OF LABOR

Wage and Hour Division

Employment of Handicapped Clients by Sheltered Workshops

Notice of Issuance of Special Certificates

Notice is hereby given that special certificates authorizing the employment of handicapped clients at hourly wage rates lower than the minimum wage rates applicable under section 6 of the Fair Labor Standards Act of 1938 and section 1 (b) of the Walsh-Healey Public Contracts Act have been issued to the sheltered workshops hereinafter mentioned, under section 14 of the Fair Labor Standards Act of 1938 (sec. 14, 52 Stat. 1068; 29 U. S. C. 214) and Part 525 of the regulations issued thereunder (29 CFR, Cum. Supp., Part 525, amended 11 F. R. 9556), and under sections 4 and 6 of the Walsh-Healey Public Contracts Act (secs. 4, 6, 49 Stat. 2038; 41 U. S. C. 33, 40) and Article 1102 of the regulations issued pursuant thereto (41 CFR, Cum. Supp., 201.1102)

The names and addresses of the sheltered workshops to which certificates were issued, wage rates, and the effective and expiration dates of the certificates are as follows:

Brooklyn Bureau of Social Service, 285 Schermerhorn Street, Brooklyn 17, New York; at a wage rate of not less than the piece rate paid non-handicapped employees engaged in the same occupation in regular commercial industry maintaining approved labor standards, or not less than 10 cents per hour, whichever is higher, and a rate of not less than 5 cents for each new client during his initial 4-week evaluation period in the workshop; certificate is effective September 1, 1948, and expires April 30, 1949.

Philadelphia Branch, Pennsylvania Association for the Blind, 110 South 18th Street, Philadelphia, Pennsylvania; at a wage rate of not less than the piece rate paid non-handicapped employees engaged in the same occupation in regular commercial industry maintaining approved labor standards, or not less than 20 cents per hour, whichever is higher, and a rate of not less than 15 cents for each new client during his initial 4-week evaluation period in the workshop; certificate is effective September 1, 1948, and expires February 28, 1949.

Rehabilitation Institute, 2700 McGee Trafficway, Kansas City, Missouri; at a wage rate of not less than the piece rate paid non-handicapped employees engaged in the same occupation in regular commercial industry maintaining approved labor standards, or not less than 25 cents per hour, whichever is higher, and a rate of not less than 15 cents for each new client during his initial 4-week evaluation period in the workshop; certificate is effective September 8, 1948, and expires February 28, 1949.

The employment of handicapped clients in the above-mentioned sheltered workshops under these certificates is limited to the terms and conditions therein contained and is subject to the provisions of Part 525 of the regulations. These certificates have been issued on the applicants' representations that they are sheltered workshops as defined in the regulations and that special services are provided their handicapped clients. A sheltered workshop is defined as, "A charitable organization or institution conducted not for profit, but for the purpose of carrying out a recognized program of rehabilitation for individuals whose earning capacity is impaired by age or physical or mental deficiency or injury, and to provide such individuals with remunerative employment or other occupational rehabilitating activity of an educational or therapeutic nature."

The certificates may be cancelled in the manner provided by the regulations. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof within fifteen days after publication of this notice in the FEDERAL REGISTER.

Signed at Washington, D. C., this 1st day of September 1948.

RAYMOND G. GARCEAU,
Director
Field Operations Branch.

[F. R. Doc. 48-8095; Filed, Sept. 9, 1948; 8:46 a. m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket No. 8921]

SUFFOLK BROADCASTING CORP.

ORDER DESIGNATING APPLICATION FOR HEARING ON STATED ISSUES

In re application of Suffolk Broadcasting Corporation, Patchogue, New York, for construction permit, Docket No. 8921, File No. BP-6515.

At a session of the Federal Communications Commission, held at its offices in Washington, D. C., on the 1st day of September 1948,

The Commission having under consideration the above-entitled application of Suffolk Broadcasting Corporation for construction permit for a new standard broadcast station to operate on 1370 kc, with 500 w power, daytime only at Patchogue, New York;

It is ordered, That, pursuant to section 309 (a) of the Communications Act of 1934, as amended, the said application, be, and it is hereby designated for hearing at a time and place to be designated by subsequent order of the Commission, upon the following issues:

1. To determine the legal, technical, financial, and other qualifications of the applicant corporation, its officers, directors and stockholders to construct and operate the proposed station.

2. To determine the areas and populations which may be expected to gain or lose primary service from the operation of the proposed station and the character of other broadcast service available to those areas and populations.

3. To determine the type and character of program service proposed to be rendered and whether it would meet the requirements of the populations and areas proposed to be served.

4. To determine whether the operation of the proposed station would involve objectionable interference with stations WBNX New York, New York and WAWZ Zarephath, New Jersey or with any other existing broadcast stations and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other broadcast service to such areas and populations.

5. To determine whether the operation of the proposed station would involve objectionable interference with the services proposed in any other pending applications for broadcast facilities and, if so, the nature and extent thereof, the areas and populations affected thereby, and the availability of other broadcast service to such areas and populations.

6. To determine whether the installation and operation of the proposed station would be in compliance with the Commission's rules and Standards of Good Engineering Practice Concerning Standard Broadcast Stations.

It is further ordered, That, WBNX Broadcasting Company Inc., licensee of station WBNX New York, New York and Pillar of Fire Inc., licensee of station WAWZ Zarephath, New Jersey be, and they are hereby made parties to this proceeding.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 48-8108; Filed, Sept. 9, 1948; 8:49 a. m.]

NIED & STEVENS, INC.

NOTICE CONCERNING THE PROPOSED TRANSFER OF CONTROL [1]

The Commission hereby gives notice that on August 26, 1948, there was filed with it an application (BTC-674) for its consent under section 310 (b) of the Communications Act to the proposed transfer of control of Nied & Stevens, Inc., licensee of AM station WRRN and permittee of station WRRN-FM, Warren, Ohio, from Perry H. Stevens, Frank T. Nied, Lucy S. Stevens and Evelyn A. Nied to The Tribune Company. The proposal to transfer control arises out of a contract of July 16, 1948, pursuant to which the holders of 100% of the stock of Nied & Stevens, Inc., will sell all their stock to the transferee for $300,000 payable $90,000 on the closing date plus five notes, each for $42,000, one of such notes being due one year from date and another each succeeding year until all have been paid. Further information as to the arrangements may be found with the application and associated papers which are on file at the offices of the Commission in Washington, D. C.

Pursuant to § 1.321 which sets out the procedure to be followed in such cases, including the requirement for public notice conerning the filing of the application, the Commission was advised by applicant on August 26, 1948 that starting on August 30, 1948 notice of the filing of the application would be inserted in The Tribune Chronicle, a newspaper of general circulation at Warren, Ohio, in conformity with the above section.

In accordance with the procedure set out in said section, no action will be had upon the application for a period of 60 days from August 30, 1948, within which time other persons desiring to apply for the facilities involved may do so upon the same terms and conditions as set forth in the above described contract.

(Sec. 310 (b) 48 Stat. 1086; 47 U. S. C. 310 (b))

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 48-8109; Filed, Sept. 9, 1948; 8:50 a. m.]

[1] Section 1.321, Part 1, Rules of Practice and Procedure.

BIG SPRING HERALD BROADCASTING CO.

NOTICE CONCERNING THE PROPOSED TRANSFER OF CONTROL [1]

The Commission hereby gives notice that on August 23, 1948, there was filed with it an application (BTC-672) for its consent under section 310 (b) of the Communications Act to the proposed transfer of control of Big Spring Herald Broadcasting Company, licensee of station KBST, from seven stockholders in the licensee to Big Spring Broadcasting Company. The proposal to transfer control arises out of a contract of July 31, 1948 pursuant to which seven stockholders of the licensee corporation have agreed to sell 750 shares of stock or 100% of the licensee's outstanding stock to Big Spring Broadcasting Company for a consideration of $353.33 per share (total $265,000) Payments will be made as follows: the sum of $86.66 per share will be paid each stockholder within 30 days after written consent of the Commission; the balance of $266.67 per share, to be evidenced by notes, will be paid in 20 equal installments of $8 per share due every six months after execution of the notes with a final installment of $106.66 per share payable 11 years after execution of the notes. All notes will bear interest at the rate of 3% payable every 6 months. Further information as to the arrangements may be found with the application and associated papers which are on file at the offices of the Commission in Washington, D. C.

Pursuant to § 1.321 which sets out the procedure to be followed in such cases, including the requirement for public notice concerning the filing of the application, the Commission was advised by applicant on August 26, 1948 that starting on August 24, 1948 notice of the filing of the application would be inserted in the Big Spring Daily Herald, a newspaper of general circulation at Big Spring, Texas, in conformity with the above section.

In accordance with the procedure set out in said section, no action will be had upon the application for a period of 60 days from August 24, 1948, within which time other persons desiring to apply for the facilities involved may do so upon the same terms and conditions as set forth in the above described contract.

(Sec. 310 (b), 48 Stat. 1086; 47 U. S. C. 310 (b))

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 48-8110; Filed, Sept. 9, 1948; 8:50 a. m.]

RADIO STATION WBAY

NOTICE CONCERNING THE PROPOSED ASSIGNMENT OF LICENSE [1]

The Commission hereby gives notice that on August 20, 1948, there was filed with it an application (BAL-769) for its consent under section 310 (b) of the Communications Act to the proposed assignment of license of station WBAY, Coral Gables, Florida, from Atlantic Shores Broadcasting Ltd. to Atlantic Shores Broadcasting, Inc. The proposal to assign the license arises out of a contract of April 17, 1948, pursuant to which the assignor will sell all station properties and all advertising and operating contracts where assignable to the assignee for $125,000, $25,000 of which has been deposited in escrow, the balance payable on the closing date in cash or, at the option of the buyer, $50,000 in cash and the balance in equal monthly installments over a period of three years with 10% interest on the unpaid balance. Assets and properties being assigned do not include cash, securities, accounts receivable, or choses in action. The assignee will not be liable for any of the assignor's debts except those incurred in the operation of station WBAY from April 17, 1948 to the date of closing. Further information as to the arrangements may be found with the application and associated papers which are on file at the offices of the Commission in Washington, D. C.

Pursuant to § 1.321 which sets out the procedure to be followed in such cases, including the requirement for public notice concerning the filing of the application, the Commission was advised by applicant on August 27, 1948, that starting on August 24, 1948, notice of the filing of the application would be inserted in the Riviera Times, a newspaper of general circulation at Coral Gables, Florida, in conformity with the above section.

In accordance with the procedure set out in said section, no action will be had upon the application for a period of 60 days from August 24, 1948, within which time other persons desiring to apply for the facilities involved may do so upon the same terms and conditions as set forth in the above described contract.

(Sec. 310 (b), 48 Stat. 1086; 47 U. S. C. 310 (b))

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 48-8111; Filed, Sept. 9, 1948; 8:50 a. m.]

SECURITIES AND EXCHANGE COMMISSION

[File No. 70-1915]

NORTH AMERICAN CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission held at its office in Washington, D. C., on the 3d day of September 1948.

The North American Company ("North American"), a registered holding company, has filed a declaration pursuant to the provisions of the Public Utility Holding Company Act of 1935 ("the act") and the General Rules and Regulations promulgated thereunder, regarding a proposal to distribute, on November 1, 1948, in partial liquidation, to its holders of Common Stock of record as of October 4, 1948, one share of Common Stock of Pacific Gas and Electric Company ("Pacific") for each 80 shares of Common Stock of North American held. No certificates will be issued for fractions of shares of stock of Pacific; in lieu thereof, cash will be paid with respect to such numbers of shares as would be entitled to less than a full share of Pacific at the rate of $35 per share of Pacific (the approximate market price of such stock at the close of the market on July 29, 1948) such payment being the equivalent of 43¾ cents per share of Common Stock of North American entitled to be paid such cash. North American estimates that the proposed transactions will involve the distribution of approximately 89,136 shares (of a total of 166,667 shares held) of Common Stock of Pacific and approximately $630,764 in cash in lieu of fractions of such stock.

In connection with the proposed distribution, North American proposes to charge to Capital Surplus an amount (approximately $2,732,766) aggregating the carrying value of the shares of Pacific Common Stock to be distributed and the cash (approximately $630,764) to be paid in lieu of fractional shares, together with the expenses of such distribution. North American proposes that sufficient Capital Surplus for this purpose be provided by transferring from Earned Surplus to Capital Surplus an equivalent amount.

Of its estimated remaining 77,531 shares of Pacific Common Stock, North American represents that it intends to file subsequently with the Commission an appropriate notification or application with respect to the sale of 75,000 shares prior to November 1, 1948. The remaining balance of 2,531 shares is to be held until the number of shares required for the proposed distribution to stockholders on November 1, 1948, is finally ascertained; thereafter, as soon as practicable, after the issuance by the Commission of a supplemental order conforming to the requirements of Supplement R and section 1808 (f) of the Internal Revenue Code, as amended, North American proposes to sell such residual shares on the New York Stock Exchange.

The declaration having been filed on August 3, 1948, and Notice of Filing having been duly given in the manner and form prescribed by Rule U-23 under said act and the Commission not having received a request for hearing with respect to said declaration within the period specified in such notice, or otherwise, and not having ordered a hearing thereon; and

North American having requested that the Commission's order conform to the requirements of Supplement R of Chapter 1 and section 1803 (f) of Chapter 11 of the Internal Revenue Code, as amended; and

The Commission finding with respect to said declaration that the requirements of the applicable provisions of the act and rules thereunder are satisfied, and that no adverse findings are necessary thereunder, and deeming it appropriate in the public interest and in the interest

[1] Section 1.321, Part 1, Rules of Practice and Procedure.

of investors to permit said declaration to become effective:

It is ordered, Pursuant to Rule U-23 and the applicable provisions of the act and subject to the terms and conditions prescribed in Rule U-24, that said declaration be, and the same hereby is, permitted to become effective forthwith.

It is further ordered and recited and the Commission finds, That the proposed distribution on November 1, 1948 of the shares of Pacific Common Stock (out of Certificates Nos. NF-217604, NF-217605, NF-363382, NF-217667 to NF-217693, inclusive, NF-217695 to NF-217720, inclusive, NC-112675 to NC-112789, inclusive, NC-138261, NF-217606, F-494281, C-53990, NF-317250 and B-731) by North American through the transfer and distribution of such shares to its stockholders, all as authorized or permitted by this order, is necessary or appropriate to the integration or simplification of the holding company system of which North American is a member and is necessary or appropriate to effectuate the provisions of section 11 (b) of the Public Utility Holding Company Act of 1935.

By the Commission.

[SEAL] NELLYE A. THORSEN, *Assistant Secretary.*

[F. R. Doc. 48-8104; Filed, Sept. 9, 1948; 8:49 a. m.]

[File Nos. 59-91, 54-165]

PENNSYLVANIA GAS & ELECTRIC CORP. ET AL.

ORDER DIRECTING DISPOSITION OF INTEREST IN CERTAIN PROPERTIES AND RECAPITALIZATION

At a regular session of the Securities and Exchange Commission held at its office in the city of Washington, D. C., on the 3d day of September 1948.

In the matter of Pennsylvania Gas & Electric Corp. and Subsidiary Companies, (Respondents), File No. 59-91; Allegany Gas Co., Crystal City Gas Co., Saugerties Gas Light Co., Addison Gas and Power Co., North Penn Gas Co., Pennsylvania Gas & Electric Corp. (Applicants), File No. 54-165.

The Commission by its notice and order, dated March 9, 1948, having instituted proceedings under sections 11 (b) (1), 11 (b) (2) 15 (a) 15 (f) and 20 (a) of the Public Utility Holding Company Act of 1935 with respect to Pennsylvania Gas & Electric Corporation ("Penn Corp"), a registered holding company, and its subsidiaries; and said notice and order having consolidated such proceedings for the purpose of hearing with those relating to a plan filed by Penn Corp and several of its subsidiaries pursuant to section 11 (e) of the act;

Public hearings having been held in the consolidated proceedings after appropriate notice thereof and the Commission having considered the record and having issued its findings and opinion;

It is ordered, Pursuant to section 11 (b) (1) of the act, that Penn Corp. shall sever its relationship with York County Gas Company, Newport Gas Light Company and North Shore Gas Company by disposing or causing the disposition, in an appropriate manner not in contravention of the act or the rules, regulations or orders of the Commission thereunder, of its direct or indirect ownership, control and holding of securities issued and properties owned, controlled or operated by such companies.

It is further ordered, Pursuant to section 11 (b) (2) of the act, that Penn Corp take appropriate steps, in an appropriate manner not in contravention of the act or the rules, regulations or orders of the Commission thereunder, to change its present preferred and common stocks into one class of stock, namely, common stock.

It is further ordered, That jurisdiction be, and the same hereby is, reserved (a) to enter such other and further orders and to take such other action as the Commission may deem necessary or appropriate to secure compliance by Penn Corp and its subsidiaries with this order and with sections 11 (b) (1) 11 (b) (2) 15 (a) 15 (f) and 20 (a) of the act, and in particular to determine all questions under section 11 (b) (2) relating to the long term debt in the capital structure of Penn Corp and to the appropriateness of the continued existence of Penn Corp, (b) to decide all questions relating to the retainability by Penn Corp of its interest in New Penn Development Corporation and Penn-Western Service Corporation, (c) to decide all questions relating to the issues raised by the section 11 (e) plan filed by Penn Corp and certain of its subsidiaries, and (d) to enter such other and further orders from time to time as the Commission may deem necessary to secure compliance by the respondents with the provisions of the act, of this order, and of the rules, regulations and orders under the act.

It is further ordered, That this order shall be effective immediately upon its issuance.

By the Commission.

[SEAL] NELLYE A. THORSEN, *Assistant Secretary.*

[F. R. Doc. 48-8101; Filed, Sept. 9, 1948; 8:48 a. m.]

[File No. 70-1897]

LEHIGH VALLEY TRANSPORTATION CO.

ORDER GRANTING APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the city of Washington, D. C., on the 3rd day of September A. D. 1948.

Lehigh Valley Transportation Company ("Lehigh") a transportation subsidiary of Lehigh Valley Transit Company ("Transit") which is a subsidiary of National Power & Light Company, a registered holding company subsidiary of Electric Bond and Share Company, also a registered holding company, having filed an application and amendments thereto pursuant to the Public Utility Holding Company Act of 1935, particularly section 6 (b) thereof with respect to the following proposed transaction:

Lehigh proposes to borrow $205,000, divided approximately equally, from Lehigh Valley Trust Company, Allentown National Bank, and Home Life Insurance Company. The proceeds of the loans, together with approximately $52,000 of corporate funds, will be used by Lehigh to purchase twenty new buses. Each of such loans will be evidenced by a four-year promissory note and will be secured by a chattel mortgage on certain buses purchased or to be purchased. Each loan will be payable in forty-eight equal monthly installments, commencing one month from date of issue, and will bear interest at the rate of 4% per annum on the unpaid balance.

The application having been filed on July 23, 1948, and amendments thereto having been filed on August 3, 1948 and August 27, 1948, and notice of such filing having been given in the form and manner prescribed by Rule U-23 promulgated pursuant to said act, and the Commission not having received a request for hearing with respect to the application, as amended, within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The Commission finding that Lehigh is entitled to an exemption from the provisions of sections 6 (a) and 7 of the act, pursuant to the provisions of section 6 (b) thereof, by reason of the fact that the issue and sale of the proposed notes are solely for the purpose of financing the business of a non-utility subsidiary of a registered holding company, and the fact that the transactions have been specifically authorized by the Pennsylvania Public Utility Commission, the State Commission of the State in which Lehigh is organized and is doing business; and the Commission being of the opinion that it is appropriate to grant said application, as amended, without the imposition of terms and conditions other than those hereinafter stated; and the Commission also deeming it appropriate to grant applicant's request that the order herein become effective forthwith upon the issuance thereof:

It is ordered, Pursuant to said Rule U-23 and the applicable provisions of said act that the application, as amended, be, and the same hereby is, granted, effective forthwith, subject to the terms and conditions contained in Rule U-24.

By the Commission.

[SEAL] NELLYE A. THORSEN, *Assistant Secretary.*

[F. R. Doc. 48-8102; Filed, Sept. 9, 1948; 8:48 a. m.]

[File No. 70-1922]

NASSAU & SUFFOLK LIGHTING CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the city of Washington, D. C., on the 3rd day of September 1948.

Nassau & Suffolk Lighting Company, an indirect subsidiary of Long Island Lighting Company, a registered holding company, having filed a declaration, as amended, pursuant to sections 6 and 7 of the Public Utility Holding Company Act of 1935 ("act"), with respect to the following transaction:

Declarant proposes to issue and sell for cash at principal amount to two commercial banks an aggregate of $200,000 principal amount of unsecured notes, each of which will bear interest at the rate of 2½% per annum, and will mature on June 30, 1949. The proceeds of the sale of the notes are to be used for payment of the company's construction requirements.

Such declaration, as amended, having been duly filed, and notice of said filing having been duly given in the form and manner prescribed by Rule U-23 promulgated pursuant to said act, and the Commission not having received a request for hearing with respect to said declaration, as amended, within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The Commission finding that no adverse findings are necessary with respect to the declaration, as amended, and deeming it appropriate in the public interest and in the interests of investors and consumers that said declaration, as amended, be permitted to become effective, and deeming it appropriate to grant a request of declarant that the order become effective at the earliest date possible:

It is hereby ordered, Pursuant to Rule U-23 and the applicable provisions of the act, and subject to the terms and conditions prescribed in Rule U-24, that the declaration, as amended, be, and the same hereby is, permitted to become effective forthwith

By the Commission.

[SEAL] NELLYE A. THORSEN, *Assistant Secretary.*

[F. R. Doc. 48-8103; Filed, Sept. 9, 1948; 8:49 a. m.]

[File No. 70-1817]

UNION ELECTRIC CO. OF MISSOURI AND UNION ELECTRIC POWER CO.

ORDER RELEASING JURISDICTION OVER LEGAL FEES AND EXPENSES

At a regular session of the Securities and Exchange Commission, held at its office in the city of Washington, D. C., on the 3d day of September 1948.

The Commission having, by orders dated May 18, 1948 and May 26, 1948, granted and permitted to become effective the joint application-declaration, as amended, of Union Electric Company of Missouri ("Union") a registered holding company and an electric utility subsidiary of The North American Company, also a registered holding company, and of Union Electric Power Company ("Union Power") Union's wholly-owned electric utility subsidiary, relating to the issuance and sale by Union of $25,000,000 principal amount of 3% Debentures due 1968 and the issue and sale by Union Power, and the acquisition thereof by Union, of up to $18,000,000 aggregate par value of additional shares of preferred stock of Union Power, all as more fully described in Holding Company Release No. 8189; and

The Commission having in said orders reserved jurisdiction over the payment of all legal fees and expenses incurred in connection with the debenture and preferred stock financing; and

Union having supplemented the record with statements setting forth the amended, nature and extent of legal services rendered by the various counsel for which requests for payment have been made, as follows:

To be paid by Union:	
Igoe, Carroll, Keefe & Coburn	$6,000
Clifton J. O'Harra	500
Thompson, Mitchell, Thompson & Young	1,000
To be paid by Underwriters:	
Cahill, Gordon, Zachry & Reindel	12,500

The Commission having considered the record and it appearing to the Commission that the legal fees are not unreasonable and that jurisdiction over such fees should be released:

It is ordered, That the jurisdiction heretofore reserved over the payment of the legal fees and expenses incurred in connection with the debenture and preferred stock financing herein be, and the same hereby is, released.

By the Commission.

[SEAL] NELLYE A. THORSEN, *Assistant Secretary.*

[F. R. Doc. 48-8105; Filed, Sept. 9, 1948; 8:49 a. m.]

[File Nos. 54-161, 59-20, 59-8, 54-75]

COMMONWEALTH & SOUTHERN CORP. (DEL.) ET AL.

ORDER ADJOURNING HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the city of Washington, D. C., on the 3d day of September A. D. 1948.

In the matter of The Commonwealth & Southern Corp. (Delaware) File No. 54-161; The Commonwealth & Southern Corp. (Delaware) Respondent, File No. 59-20; The Commonwealth & Southern Corp. (Delaware) and Its Subsidiary Companies, Respondents, File No. 59-8; The Commonwealth & Southern Corp. (Delaware) File No. 54-75.

The Commonwealth & Southern Corporation ("Commonwealth"), a registered holding company, having filed with the Commission pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935 ("the act") an application for approval of a plan dated July 30, 1947, for compliance with sections 11 (b) (1) and 11 (b) (2) of the act, and on July 7, 1948 Commonwealth having filed amendments to said plan; and

On August 16, 1948, the Commission having issued a notice and order reopening the record and reconvening the hearings on the plan as amended for certain limited purposes set forth in said order and having set the hearing for September 14, 1948 (Holding Company Act Releases Nos. 8441 and 8456) and

An adjournment of said hearing having been requested upon the ground that upon the date set for the hearing the Chairman of the Committee of the holders of preferred stock will be unavailable, and the Commission having been advised that all participants have indicated that September 15, 1948, would be a convenient date for the holding of such hearing;

The Commission having considered the request for adjournment and it appearing that it is appropriate that an adjournment be granted herein:

It is ordered, That the reconvened hearing scheduled to be held in these consolidated proceedings on the 14th day of September 1948, at 10:00 a. m., e. d. s. t. at the offices of this Commission, 425 Second Street NW., Washington 25, D. C. be, and the same hereby is adjourned to the 15th day of September 1948 at 11:00 a. m., e. d. s. t. at said offices of the Commission.

By the Commission.

[SEAL] NELLYE A. THORSEN, *Assistant Secretary.*

[F. R. Doc. 48-8106; Filed, Sept. 9, 1948; 8:49 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

AUTHORITY: 40 Stat. 411, 55 Stat. 839, Pub. Laws 322, 671, 79th Cong., 60 Stat. 50, 925; 50 U. S. C. and Supp. App. 1, 616; E. O. 9193, July 6, 1942, 3 CFR, Cum. Supp., E. O. 9567, June 8, 1945, 3 CFR, 1945 Supp., E. O. 9783, Oct. 14, 1946, 11 F. R. 11981.

[Vesting Order 11655]

CARL SANDNER AND GREENEBAUM SONS BANK AND TRUST CO.

In re: Trust agreement dated September 5, 1912 between Carl Sandner, settlor and Greenebaum Sons Bank and Trust Company, trustee. File No. D-28-10579-G-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Theckla (Thekla) Sandner, whose last known address is Germany, is a resident of Germany and a national of a designated enemy country (Germany)

2. That all right, title, interest and claim of any kind or character whatsoever of the person named in subparagraph 1 hereof in and to, and arising out of or under that certain trust agreement dated September 5, 1912 by and between Carl Sandner, settlor and Greenebaum Sons Bank and Trust Company, trustee, presently being administered by The Trust Company of Chicago, successor trustee, 104 South La Salle Street, Chicago, Illinois,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on July 19, 1948.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Deputy Director
Office of Alien Property.

[F. R. Doc. 48-8080; Filed, Sept. 8, 1948; 8:50 a. m.]

[Vesting Order 11687]

GUSTAV SELL

In re: Estate of Gustav Sell, deceased. File No. F-28-12238; E. T. Sec. 14044.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Auguste Salewsky, Herman Sell, Henrietta Linder, Gustav Sell, Lina Sell, Minna Bolz, Meta Teuchert and Albert Sell, whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany),

2. That the sum of $2853.32 deposited on or about March 27, 1945, with the County Treasurer of Cottonwood County, Minnesota, to the credit of Auguste Salewsky, Herman Sell, Henrietta Linder, Gustav Sell, Lina Sell, Minna Bolz, Meta Teuchert and Albert Sell, pursuant to order of the Probate Court, County of Cottonwood, dated March 27, 1945, in the matter of the estate of Gustav Sell, deceased, including increments thereon and subject to the lawful fees and allowances of the County Treasurer of Cottonwood County, Minnesota, is property payable or deliverable to, or claimed by, the persons identified in sub-paragraph 1 hereof, the aforesaid nationals of a designated enemy country (Germany)

3. That such property is in the process of administration by the County Treasurer of Cottonwood County, Minnesota, as depositary, acting under the judicial supervision of the Probate Court, County of Cottonwood, Minnesota,

and it is hereby determined:

4. That to the extent that the persons identified in subparagraph 1 hereof are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on July 22, 1948.

For the Attorney General.

[SEAL] HAROLD I. BAYNTON,
Deputy Director,
Office of Alien Property.

[F. R. Doc. 48-8081; Filed, Sept. 8, 1948; 8:50 a. m.]

[Vesting Order 11843]

FRANK RUDMANN

In re: Trusts under the Will of Frank Rudmann, deceased; File No. D-28-12304; E. T. sec. 16508.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Magdalena Glecht, also known as Magdalena Gschlecht, Gervas Rudmann, and Eugen Rudmann, whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany)

2. That Erica Rudmann, and the children, names unknown, of Erica Rudmann, the children, names unknown, of Magdalena Glecht, also known as Magdalena Gschlecht, the children, names unknown, of Gervas Rudmann, the children, names unknown, of Eugen Rudmann, who there is reasonable cause to believe are residents of Germany, are nationals of a designated enemy country (Germany)

3. That all right, title, interest and claim of any kind or character whatsoever of the persons identified in subparagraphs 1 and 2 hereof, and each of them, in and to the estate of Frank Rudmann, deceased, and in and to the Trusts created under the Will of Frank Rudmann, deceased, is property payable or deliverable to, or claimed by the aforesaid nationals of a designated enemy country (Germany)

4. That such property is in the process of administration by William F Rudmann, as Trustee and Executor, acting under the judicial supervision of the Surrogate's Court, Kings County, New York;

and it is hereby determined:

5. That to the extent that the persons identified in subparagraph 1 hereof, Erica Rudmann and the children, names unknown, of Erica Rudmann, the children, names unknown, of Magdalena Glecht, also known as Magdalena Gschlecht, the children, names unknown, of Gervas Rudmann, the children, names unknown, of Eugen Rudmann, are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 18, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8118; Filed, Sept. 9, 1948; 8:53 a. m.]

[Vesting Order 11872]

KURT BOCK

In re: Debt owing to Kurt Bock. F-28-22113-D-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Kurt Bock, whose last known address is Germany, is a resident of Germany and a national of a designated enemy country (Germany),

2. That the property described as follows: That certain debt or other obligation of The American Metal Company, Limited, 61 Broadway, New York 6, New York, in the amount of $75., said debt or other obligation evidenced by 3 outstanding dividend checks in the amount of $25; each, drawn to the order of Kurt Bock, said checks numbered N-91115, S-18798 and S-77727, and dated September 3, 1940, March 3, 1941 and June 2, 1941, respectively, together with any and all accruals to the aforesaid debt or other obligation, and any and all rights in and under the aforesaid checks,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 20, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director Office of Alien Property.

[F. R. Doc. 48-8119; Filed, Sept. 9, 1948; 8:53 a. m.]

[Vesting Order 11875]

CHRISTINE HOFFELNER

In re: Bank account owned by Christine Hoffelner. F-28-22929-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Christine Hoffelner, whose last known address is 36 Seilerstrasse, Pfungstadt, Darmstadt, Germany, is a resident of Germany and a national of a designated enemy country (Germany),

2. That the property described as follows: That certain debt or other obligation of Metropolitan Federal Savings and Loan Association of Los Angeles, 612 South Spring Street, Los Angeles 14, California, arising out of a savings account, account number OS 2163, entitled August Czurda in trust for Christine Hoffelner, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Christine Hoffelner, the aforesaid national of a designated enemy country (Germany)

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 20, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director Office of Alien Property.

[F. R. Doc. 48-8120; Filed, Sept. 9, 1948; 8:53 a. m.]

[Vesting Order 11876]

JOSEPHINE HOFFELNER

In re: Bank account owned by Josephine Hoffelner, also known as Josefine Hoffelner. F-28-22931-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Josephine Hoffelner, also known as Josefine Hoffelner, whose last known address is 36 Seilerstrasse, Pfungstadt, Darmstadt, Germany, is a resident of Germany and a national of a designated enemy country (Germany),

2. That the property described as follows: That certain debt or other obligation of Fourth Federal Savings and Loan Association of New York, 1355 First Avenue, New York 21, New York, arising out of a savings account, entitled August Czurda in Trust for Josephine Hoffelner, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or controlled by, Josephine Hoffelner, also known as Josefine Hoffelner, the aforesaid national of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 20, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director Office of Alien Property.

[F. R. Doc. 48-8121; Filed, Sept. 9, 1948; 8:53 a. m.]

[Vesting Order 11877]

MAX HOFFELNER

In re: Bank account owned by Max Hoffelner. F-28-22932-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Max Hoffelner, whose last known address is Premich 132, Bad Kissingen, Bavaria, Germany, is a resident of Germany and a national of a designated enemy country (Germany)

2. That the property described as follows: That certain debt or other obligation of Dade Federal Savings and Loan Association of Miami, 45 N. E. 1st Avenue, Miami, Florida, arising out of a savings account, account number 4446, entitled August Czurda in Trust for Max Hoffelner, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, Max Hoffelner, the aforesaid national of a designated enemy country (Germany)

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 20, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8122; Filed, Sept. 9, 1948; 8:53 a. m.]

[Vesting Order 11878]

KARL HUERTTLE

In re: Bank account owned by Karl Huerttle. F-28-11494-C-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Karl Huerttle, whose last known address is Hochstrasse 26, Friedrichshafen (Wuerttemberg), Germany, is a resident of Germany and a national

of a designated enemy country (Germany),

2. That the property described as follows: That certain debt or other obligation of First National Bank of Akron, 106 South Main Street, Akron, Ohio, arising out of a savings account, account number 23550, entitled Edward P Bonazzi as Trustee for Karl Huerttle, maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Karl Huerttle, the aforesaid national of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 20, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director Office of Alien Property.

[F. R. Doc. 48-8123; Filed, Sept. 9, 1948; 8:54 a. m.]

[Vesting Order 11881]

WALBURGA REHM

In re: Bank account owned by Walburga Rehm, also known as Wallburga Rehm. D-28-12329-E-2.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Walburga Rehm, also known as Wallburga Rehm, whose last known address is c/o Max Rehm, 4/2 Georgenstrasse, Malermeister, Munchen 13, Germany is a resident of Germany and a national of a designated enemy country (Germany),

2. That the property described as follows: That certain debt or other obligation owing to Walburga Rehm, also known as Wallburga Rehm, by Emigrant Industrial Savings Bank, 51 Chambers Street, New York 8, New York, arising out of a savings account, account number 203,135, entitled Walburga Rehm, maintained at the branch office of the aforesaid bank located at 5 East 42d Street, New York 17, New York, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 20, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director Office of Alien Property.

[F. R. Doc. 48-8124; Filed, Sept. 9, 1948; 8:54 a. m.]

[Vesting Order 11891]

FRITZ WUNDERLE

In re: Debts owing to Fritz Wunderle. F-28-27855-C-1, C-2.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Fritz Wunderle, whose last known address is Geiselinstr. 3-4 Lauingen, Bayern, Germany, is a resident of Germany and a national of a designated enemy country (Germany)

2. That the property described as follows:

a. That certain debt or other obligation owing to Fritz Wunderle, by Express Exchange, 201 East 86th Street, New York 28, New York, in the amount of $634.83, as of December 31, 1945, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same; and

b. That certain debt or other obligation owing to Fritz Wunderle, by S. Schweizer, R. F. D. 1, Mahopac, New York, in the amount of $500.00, as of February 7, 1947, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 20, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8125; Filed, Sept. 9, 1948; 8:54 a. m.]

[Vesting Order 11897]

HEDWIG NICOL

In re: Stock owned by Hedwig Nicol. F-28-22768-D-1/2.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Hedwig Nicol, whose last known address is c/o Frau Hedwig Peters, 40 Viktoria Strasse, Wuppertal, Eberfeld, Germany, is a resident of Germany and a national of a designated enemy country (Germany),

2. That the property described as follows: Five (5) shares of common capital stock of The United Corporation, 901 Market Street, Wilmington, Delaware, a corporation organized under the laws of the State of Delaware, evidenced by temporary certificate number TCO-43108, registered in the name of Miss Hedwig Nicol and presently in the custody of G. Forrest Butterworth, 14 Wall Street, New York, New York, together with all declared and unpaid dividends thereon,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 30, 1948.

For the Attorney General.

[SEAL] MALCOLM S. MASON,
Acting Deputy Director
Office of Alien Property.

[F. R. Doc. 48-8126; Filed, Sept. 9, 1948; 8:54 a. m.]

[Vesting Order 11937]

LOUISE KAULFUSS ET AL.

In re: Real property, property insurance policies and claims owned by Louise Kaulfuss, and others.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That the persons, whose names and last known addresses appear below, are residents of Germany and nationals of a designated enemy country (Germany);

Names and Last Known Addresses

Louise Kaulfuss, Markthalle 4, Chemnitz, Germany.

Ottilie Schroeter, Berlin-Britz, Germany.

Walter Hamann, Provinz Str. 46, Berlin-Schoenholz, Germany.

Helena Bittner, Schulzendorf, District Teltow, Germany.

Gustav Dranz, Luettringhaus Str. 3, Koeln-Kalk, Germany.

Robert Dranz, Herman Goering Str. 53, Bestensee, District Teltow, Germany.

Richard Dranz, Ring Str. 49, Neheim a/ Ruhr, Germany.

Frieda Dranz Fabienke, Krumme Str. 19, Schwerin a/Warthe, Germany.

2. That the property described as follows:

a. Real property, situated in the City of St. Louis, State of Missouri, particularly described as Lot 16 of Arsenal Heights in City Block 1455, containing a front of 25 feet on the East line of Compton Avenue by a depth eastwardly of 132 feet 9 inches, more or less, to an alley 20 feet wide. Bounded North by Lot 15 and South by Lot 17 of said block and subdivision, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property.

b. All right, title and interest of the persons named in subparagraph 1 hereof, in and to the property insurance policies, particularly described in Exhibit A, attached hereto and by reference made a part hereof, which policies insure the real property described in subparagraph 2-a hereof, and

c. That certain debt or other obligation owing to the persons named in subparagraph 1 hereof, by McDonald Realty Co., Inc., 2845 Olive Street, St. Louis 3, Missouri, arising from rents collected from the real property described in subparagraph 2-a hereof, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid nationals of a designated enemy country (Germany)

and it is hereby determined:

3. That to the extent that the persons named in subparagraph 1 hereof are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described in subparagraph 2-a hereof, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, and

There is hereby vested in the Attorney General of the United States the property described in subparagraphs 2-b and 2-c hereof,

All such property so vested to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 2, 1948.

For the Attorney General.

[SEAL] MALCOLM S. MASON,
Acting Deputy Director
Office of Alien Property.

EXHIBIT A

The property insurance policies covering the real property situated at 2909 Compton Avenue, St. Louis, Missouri, are as follows:

Insurance company	Type	Policy No.	Face amount	Expiration date
a. Insurance Co. of North America, 1600 Arch St., Philadelphia, Pa.	Fire and extended coverage.	00370	$2,000.00	July 22, 1950
b. Insurance Co. of North America, 1600 Arch St., Philadelphia, Pa.	....do.....	42663	1,000.00	July 12, 1949
c. General Accident Fire & Life Assurance Corp., c/o McDonald Realty Co., Inc., 2845 Olive St., St. Louis, Mo.	Public liability..	000000	15,000/30,000	Oct. 31, 1949

[F. R. Doc. 48-8127; Filed, Sept. 9, 1948; 8:54 a. m.]

[Vesting Order 11938]

ANNETTE CASASSA SCHLIEPER ET AL.

In re: Interest in real property and property insurance policies owned by Annette Casassa Schlieper, and others.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Annette Casassa Schlieper, Olli Dietz, Anni Grote and Irma Verberne, whose last known addresses are Garmisch, Partenkirchen, Germany and Georg Schlieper and Walter Schlieper, whose last known addresses are Barmen, Germany, are residents of Germany and nationals of a designated enemy country (Germany)

2. That the property described as follows:

a. An undivided one-half (½) interest in real property, situated in the Township of Delaware, County of Pike, State of Pennsylvania, particularly described in Exhibit A, attached hereto and by reference made a part hereof, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property, and

b. All right, title and interest of the persons named in subparagraph 1 hereof, in and to the property insurance policies, particularly described in Exhibit B, attached hereto and by reference made a part hereof, which policies insure the real property described in subparagraph 2-a hereof, together with any and all extensions or renewals thereof,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid nationals of a designated enemy country (Germany),

and it is hereby determined:

3. That to the extent that the persons named in subparagraph 1 hereof are not within a designated enemy country, the national interest of the United States re-

quires that such persons be treated as nationals of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described in subparagraph 2-a hereof, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, and

There is hereby vested in the Attorney General of the United States the property described in subparagraph 2-b hereof,

All such property so vested to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 2, 1948.

For the Attorney General.

[SEAL] MALCOLM S. MASON,
Acting Deputy Director
Office of Alien Property.

EXHIBIT A

All those certain pieces, parcels and tracts of land, situate in the Township of Delaware, in the County of Pike and State of Pennsylvania, bounded and described as follows:

Tract No. 1. Beginning at a corner of lands now or late of Charles F. Bosler, thence North 20 degrees East forty-five and one-fourth (45¼) rods to a chestnut tree; thence South 69 degrees East Seventy and fourteen twenty-fifths (70¼₂₅) rods to a chestnut tree; thence North 12 degrees East fifty-five (55) rods; thence North 70 degrees West sixty-seven and three-fourths (67¾) rods; thence North 70 degrees West sixty-two (62) rods; thence South 24½ degrees West ninety-five and one twenty-fifth (95½₅) rods; thence South 70 degrees East about seventy (70) rods to the place of beginning. Containing sixty-three acres (63 As.) more or less.

Tract No. 2. (a) Beginning at a stone corner of line of lands of Mrs. Rachel Steel, thence South 76 degrees East sixty-two and one-tenth (62⅒) rods to a stake in line of land of Mrs. Rachel Steel and the late Sarah A. Jagger; thence along lands of said late Sarah A. Jagger and Charles F. Bosler, South 24 degrees West fifty-three and one-half (53½) rods to a carner; thence along line of lands of Rachel Steele, North 70 degrees West fifty-eight (58) rods to a corner; thence along line of lands of late Joseph Lewis, North 20 degrees East fifty-three and one-fourth (53¼) rods to the place of beginning. Containing twenty acres (20 As.), be the same more or less.

(b) Beginning at a stone corner by the side of a road and on line of lands of John Whitaker, thence along said road, North 19¾ degrees East thirty-six (36) rods to a stone corner; thence North 70¼ degrees West sixty (60) rods to a stone corner; thence South 24 degrees West thirty-six (36) rods and five (5) links to a stone corner; thence by lands of Phebe Jagger and Jacob Lehomodeu, South 70¼ degrees East seventy-two and one-half (72½) rods to place of beginning. Containing sixteen acres (16 As.), more or less.

Tract No. 3. (a) Beginning at a stone corner of line of lands of Mrs. Rachel Steele, thence South 76 degrees East sixty two and one-tenth (62⅒) rods to a stake in line of land of Mrs. Rachel Steel and the late Sarah A. Jagger; thence along lands of said late Sarah A. Jagger and Charles F. Bosler, South 24 degrees West fifty-three and one-half (53½) rods to a corner; thence along line of lands of Rachel Steele, North 70 degrees West fifty eight (58) rods to a corner; thence along line of lands of late Joseph Lewis, North 20 degrees East fifty three and one-fourth (53¼) rods to the place of beginning. Containing twenty acres (20 As.), be the same more or less.

(b) Beginning at a stone corner by the side of a road on a line of lands of John Whittaker, thence along said road, North 19¾ degrees East thirty six (36) rods to a stone corner; thence North 70¼ degrees West sixty (60) rods to a stone corner; thence South 24 degrees West thirty six (36) rods and five (5) links to a stone corner; thence by lands of Phebe Jagger and Jacob Lehomodeu, South 70¼ degrees East seventy two and one half (72½) rods to place of beginning. Containing sixteen acres (16 As.) more or less.

Tract No. 4. Beginning on line of S. A. Jagger on a stone fence, North 65¾ degrees West 12 rods to line of Joseph VanAmer; thence along VanAmer North 24¼ degrees East 36 rods to stone corner; thence North 65¾ degrees West 28 rods to stone corner and line of Neil; thence North 47 degrees East 62 rods to the middle of Dingman Turnpike, and line of Manley Lord; thence South 29 degrees East 33¼ rods to a point in said Turnpike; thence South 43 degrees East 5¼ rods to a point in Turnpike opposite a fence along field of Harry S. Albright; thence along lands of Harry S. Albright and following the general course of the fence about South 30½ degrees West 72 rods to point or place of beginning. Containing Thirteen acres and Forty Perches, more or less.

EXHIBIT B

The property insurance policies covering the real property situated in Delaware Township, County of Pike, State of Pennsylvania, are as follows:

Insurance company	Type	Policy No.	Face amount	Expiration date
Fire Association of Philadelphia, 401 Walnut St., Philadelphia, Pa.	Fire	6030	$1,650.00	May 29, 1949
North British & Mercantile Insurance Co., Ltd., 150 William St., New York, N. Y.	do	339531	1,650.00	Do
Continental Insurance Co., 80 Maiden Lane, New York, N. Y.	do	3754	4,000.00	Sept. 21, 1949
Great American Insurance Co., 1 Liberty St., New York, N. Y.	do	1575	3,200.00	Dec. 1, 1949
London Liverpool & Globe Co., Ltd., 150 William St., New York, N. Y.	do	635146	3,000.00	May 1, 1949
North British & Mercantile Insurance Co., Ltd., 150 William St., New York, N. Y.	do	621122	1,700.00	June 27, 1950
Standard Fire Insurance Co., 151 Farmington Ave., Hartford, Conn.	do	80809	1,600.00	June 2, 1950

[F. R. Doc. 48-8128; Filed, Sept. 9, 1948; 8:54 a. m.]

[Vesting Order 11923]

HERMINE ROOS

In re: Estate of Hermine Roos, deceased. File D-28-12174. E. T. sec. 16401.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Willy Grossman, Johannes Fahrig, Elizabeth Fahrig, Martha Kuntze, and "John" Kuntze (true first name unknown, husband of Martha Kuntze) whose last known address is Germany, are residents of Germany and nationals of a designated enemy country (Germany)

2. That all right, title, interest and claim of any kind or character whatsoever of the persons named in subparagraph 1 hereof in and to the Estate of Hermine Roos, deceased, is property payable or deliverable to, or claimed by, the aforesaid nationals of a designated enemy country (Germany)

3. That such property is in the process of administration by Harold F. Batchelor, as executor, acting under the judicial supervision of the Superior Court, Los Angeles County, California;

and it is hereby determined:

4. That to the extent that the persons named in subparagraph 1 hereof are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 30, 1948.

For the Attorney General.

[SEAL] MALCOLM S. MASON,
Acting Deputy Director,
Office of Alien Property.

[F. R. Doc. 48-8082; Filed, Sept. 8, 1948; 8:50 a. m.]

[Vesting Order 11960]

TOMITARO KASAI

In re: Debt owing to Tomitaro Kasai, F-39-1086-E-1.

Under the authority of the Trading With the Enemy Act, as amended, Exec-

utive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Tomitaro Kasai, whose last known address is Yamanashi, Japan, is a resident of Japan and a national of a designated enemy country (Japan)

2. That the property described as follows: That certain debt or other obligation owing to Tomitaro Kasai by The Yokohama Specie Bank, Ltd., San Francisco Office and/or Superintendent of Banks of the State of California and Liquidator of The Yokohama Specie Bank, Ltd., San Francisco Office, c/o State Banking Department, 111 Sutter Street, San Francisco, California, arising out of a temporary receipts account entitled Tomitaro Kasai, maintained at the aforesaid San Francisco Office, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by Tomitaro Kasai, the aforesaid national of a designated enemy country (Japan)

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan)

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on September 2, 1948.

For the Attorney General.

[SEAL] MALCOLM S. MASON,
Acting Deputy Director
Office of Alien Property.

[F. R. Doc. 48-8083; Filed, Sept. 8, 1948; 8:50 a. m.]

[Return Order No. 185]

JITSUICHI MASAKI ET AL.

Having considered the claims set forth below and having issued a determination allowing the claims which are incorporated by reference herein and filed herewith and notice of intention to return having been published on July 8, 1948 (13 F R. 3803)

It is ordered, That the claimed property, described below and in the determination, be returned, subject to any increase or decrease resulting from the administration thereof prior to return, after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., and Property

Jitsuichi Masaki, 215 Kalihi Street, Honolulu, T. H., 11410, $1,063.29.

Masako Matono, P. O. Box 193, Wahiawa, Oahu, T. H., 11411, $507.36.

Kumanosuke Morikawa, 923 Ahana Lane, Honolulu, T. H., 11416, $3,015.79.

Suye Nakaya, a/k/a Sue Nakaya, 2020-A Young Street, Honolulu, T. H., 11422, $2,724.25.

Yoshi Nojima,[1] 1438-B Chung Hoon Lane, Honolulu, T. H., 11430, $287.03.

Yasuko Ono, 508 Winant Street, Honolulu 35, T. H., 11434, $210.27.

Tokuta Oyama, 4161 Koko Drive, Honolulu, T. H., 11435, $714.42.

Kama Shiroma or Kamada Shiroma, 1744 Silva Street, Honolulu, T. H., 11439, $1,755.14.

Suzu Suzuki or Eijiro Suzuki, c/o Ewa Plantation Hospital, Ewa, Oahu, T. H., 11441, $2,113.98.

Sankichi Uyehara or Eto Uyehara, 2009 Democrat Street, Honolulu, T. H., 11448, $347.29.

Richard Kiyoshi Yoshizumi or Hatsuyo Yoshizumi, 758 Kinau Street, Honolulu 34, T. H., 11453, $2,710.50.

Mrs. Toshi Ito, P. O. Box 698, Puunene, Maui, T. H., 11491, $1,024.40.

Saku Kamano, 1347 Cunha Lane No. 3, Honolulu 22, T. H., 11493, $627.40.

Hideko Kuba or Ryoson Kuba, c/o 207 Watumull Building, 1000-A Kecaumoku Street, Honolulu, T. H., 11503, $500.75.

Hatsuzo Kunimitsu, 1830 Sereno Lane, Honolulu 52, T. H., 11507, $719.18.

K. Mikami, a/k/a Katsutoshi Mikami, P. O. Box 416, Waipahu, Oahu, T. H., 11515, $2,112.87.

Sada Miyashiro (Ushi Miyashiro), 761 Pohukaina Street, Honolulu, T. H., 11517, $1,513.63.

I. Nakamura, 216 North Beretania Street, Honolulu, T. H., 11527, $360.91.

Muta Nakamura, P. O. Box 384, Waipahu, Oahu, T. H., 11528, $1,770.73.

Minoru Ogasawara or Kisayo Ogasawara, 244 Kalihi Street, Honolulu, T. H., 11538, $2,052.87.

Tsuruko Takushi or Kamei Takushi, 532-A Kiawe Street, Honolulu, T. H., 11551, $262.06.

Isao Yamakawa, 1750 Waiola Street, Honolulu, T. H., 11560, $1,041.92.

Kaizo Goto or Kikuyo Goto, 442-A Cooke Street, Honolulu, T. H., 11815, $1,509.44.

Rinichi Hashimoto, Box 483, Waipahu, Oahu, T. H., 11817, $2,247.56.

Masaichi Hirakawa, 1714 Lanakila Avenue, Honolulu, T. H., 11821, $659.94.

Kahei Nagata, 1516 Wai Lane, Honolulu 52, T. H., 11831, $213.70.

Kumezuchi Nakamura or Takeshi Nakamura, 1845 Sereno Lane, Honolulu, T. H., 11833, $3,162.57.

Hatsuno Terayama, 2969 Kahaloa Drive, Honolulu, T. H., 11843, $399.04.

Sakuichi Terayama or Hatsuno Terayama, 2969 Kahaloa Drive, Honolulu 15, T. H., 11844, $352.61.

Masashi Kanda or Tane Kanda, Hauula, Oahu, T. H., 11983, $1,100.57.

Zenichi Saiki, 2742 Date Street, Honolulu, T. H., 11997, $251.23.

Hanshichi Saito or Tatsu Saito, P. O. Box 78, Aiea, Oahu, T. H., 11998, $641.66.

Mrs. Tsuyu Takeuchi, 825-A Coolidge Street, Honolulu, T. H., 11999, $397.92.

Seiichiro Ito, P. O. Box 517, Waialua, Oahu, T. H., 11065, $533.77.

Banjiro Iwamoto or Waka Iwamoto, 2108 Young Street, Honolulu, T. H., 11069, $830.95.

Suga Kasada or Iuyemon Kasada, Waipahu, Oahu, T. H., 11076, $932.11.

Mitsuzuchi Kawashima, 2642 Pamoa Road, Honolulu 5, T. H., 11079, $502.03.

[1] or Miyoshi Nojima, deceased.

Genta Kitamura or Kazumo Kitamura, 1046 Kalihi Street, Honolulu, T. H., 11081, $774.65.

Mrs. Aki Kobatsu, 1651 Young Street, Honolulu 19, T. H., 11086, $2,926.55.

Kiku Kuranaka or Kameichi Kuranaka, Honouliuli, Ewa, Oahu, T. H., 11092, $631.27.

Kiyoko Kacachima, 1651 Pohaku Street, Honolulu, T. H., 12497, $233.72.

Oto Miyashiro, 2574 Booth Road, Honolulu, T. H., 12501, $1,010.50.

Ichi Moriguchi, 346 North Kuakini Street, Honolulu, T. H., 12502, $1,030.74.

Mrs. Wakae Nakamura or Tochie Chinaka, 4500 Farmers Road, Honolulu, T. H., 12536, $1,877.49.

Tsuruye Eto, 1235 10th Avenue, Honolulu, T. H., 27470, $2,038.26.

Uhichi Kume, 622 East Waipa Lane, Honolulu, T. H., 27483, $1,123.53.

Kinu Miura,[2] 1717 Palolo Avenue, Honolulu, T. H., 27487, $269.65.

Toyosaku Nezu, Kaneohe, Oahu, T. H., 27493, $625.74.

Kozuo Sasaki,[3] P. O. Box 111, Ninole, T. H., 27500, $1,019.36.

Tokuichi Tominaga, 163 North Vineyard Street, Honolulu, T. H., 27501, $491.57.

Mrs. Kameyo Uyesugi, 1420 Dillingham Boulevard, Honolulu, T. H., 27502, $507.24.

Masaaki Uyesugi, 1420 Dillingham Boulevard, Honolulu, T. H., 27594, $1,010.26.

Korie Ayano, 644-A Auahi Street, Honolulu, T. H., 29033, $1,123.81.

Mrs. Jeanette K. Bringman (nee Kiyo Fukunaga), 1321 Pelcula Lane, Honolulu, T. H., 29033, $7.70.

Haruko Funakura,[4] 1118-A Hoolai Street, Honolulu, T. H., 29034, $109.43.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on September 3, 1948.

For the Attorney General.

[SEAL] MALCOLM S. MASON,
Acting Deputy Director,
Office of Alien Property.

[F. R. Doc. 48-8130; Filed, Sept. 9, 1948; 8:55 a. m.]

[Return Order No. 186]

TSURUYE ISHII ET AL.

Having considered the claims set forth below and having issued a determination allowing the claims which are incorporated by reference herein and filed herewith and notice of intention to return having been publishing on July 27, 1948 (13 F. R. 4307)

It is ordered, That the claimed property, described below and in the determination, be returned, subject to any increase or decrease resulting from the administration thereof prior to return, after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., and Property

Tsuruye Ishii, a/k/a Tsurue Ishii, 3037 Neela Drive, Honolulu, T. H., 29113, $126.59.

Tsurujiro Iwahiro, 1421-E Elm Street, Honolulu, T. H., 29114, $345.89.

Masao Imose, guardian of Takashi Imose, P. O. Box 782, Puunene, Maui, T. H., 29115, $60.93.

[2] Or Goichi Miura, deceased.
[3] Or Tadaichi Sasaki, deceased.
[4] Or Kenichi Funakura, deceased.

Tamano Iguchi, guardian of William Tomokazu Iguchi, 766-A Laniwai Street, Honolulu 13, T. H., 29116, $51.00.

Tamano Iguchi, trustee for Miyono Nomura (Iguchi), 457 North King Street, Honolulu, T. H., 29117, $10.79.

Tsushiyo Imamura, P. O. Box 388, Kaunakakai, Molokai, T. H., 29118, $127.63.

Mrs. Shizu Iwaki, 2838 Loi Street, Honolulu, T. H., 29121, $51.01.

Ruikichi Yamamoto, guardian of Shinkichi Yamamoto, 2571 Kuhio Avenue, Honolulu, T. H., 29122, $11.10.

Yoshihiro Yanagi, 478 Pau Lane, Honolulu, T. H., 29123, $85.79.

Tokumasa Yanagi, 478 Pau Lane, Honolulu, T. H., 29124, $70.41.

Noriyuki Yanagi, 478 Pau Lane, Honolulu, T. H., 29125, $71.53.

Fumiko Yoshimura, 419 Koula Street, Honolulu 13, T. H., 29126, $53.93.

Katsuto Yokoyama, 901 Kuilei Lane, Honolulu, T. H., 29127, $150.22.

Kiyo Yokoyama, guardian of Sueo Yokoyama, 901 Kuilei Lane, Honolulu, T. H., 29128, $350.22.

Shigezuchi Morikubo, administrator estate of Takenu Kanda, deceased, and guardian of Kimiko, Tadao, and Takeshi Kanda, 1008 Isenberg Street, Honolulu, T. H., 29129, $13.70.

Ichimatsu Kimura or Bunichi Kimura, 455-A Koula Street, Honolulu 13, T. H., 29130, $2,946.27.

Shina Kawasaki, P. O. Box 1123, Lihue, Kauai, T. H., 29131, $3,060.00.

Jiro Kawanishi, 913-D Kaheka Lane, Honolulu, T. H., 29132, $30.47.

Kanae Kajiwara, 4225 Ahuawa Place, Honolulu, T. H., 29133, $31.23.

Tatsuko Kajioka, 2654 Pacific Heights Road, Honolulu, T. H., 29134, $5.00.

Tsumi Kira, 1327 Kamehameha IV Road, Honolulu, T. H., 29135, $337.45.

Kuma Kobayashi, 3325-B Maunaloa Avenue, Honolulu, T. H., 29136, $28.34.

Kanae Kajiwara, 4225 Ahuawa Place, Honolulu, T. H., 29138, $122.00.

Kanae Kajiwara, trustee for Akira Kajiwara, 4225 Ahuawa Place, Honolulu 55, T. H., 29139, $12.81.

Dr. I. Katsuki, 1326 Keeaumoku Street, Honolulu, T. H., 29140, $4.00.

Zenji Kobayashi, 3325-B Maunaloa Avenue, Honolulu, T. H., 29141, $7.92.

Yukiko Miyao, guardian of Yoshimaru Miyao, 1916 Young Street, Honolulu, T. H., 29142, $58.75.

Yukinobu Matsumoto, 837-A Kuilei Lane, Honolulu 36, T. H., 29143, $22.14.

Minoru Masuko, P. O. Box 122, Aiea, Oahu, T. H., 29144, $1.20.

Yone Morisaki, guardian of Sadamu Morisaki, 903-A North King Street, Honolulu, T. H., 29145, $80.42.

Shosaburo Morimoto or Sona Morimoto, Holualoa, T. H., 29147, $1,545.83.

Yone Morisaki, 903-A North King Street, Honolulu, T. H., 29146, $739.18.

Miyo Matsuzaki, 1628 Homerule Street, Honolulu, T. H., 29148, $36.25.

Yukiko Miyao, 1916 Young Street, Honolulu, T. H., 29149, $191.87.

Yukiko Miyao, guardian of Junko Miyao, 1916 Young Street, Honolulu, T. H., 29150, $32.95.

Yukiko Miyao, trustee for Masanori Miyao, 1916 Young Street, Honolulu, T. H., 29151, $20.90.

Yukiko Miyao, guardian of Takaomi Miyao, 1916 Young Street, Honolulu, T. H., 29152, $39.44.

Wataru Maeda or Tome Maeda, 2146 Wilcox Road, Honolulu, T. H., 29157, $1,336.18.

Fumio Kocchi, 2039 Hillcrest Street, Honolulu, T. H., 29158, $6.97.

Hosho Nako, 920-A-5 Austin Lane, Honolulu, T. H., 29159, $11.11.

Jane T. Nakamura, P. O. Box 151, Shofield Barracks, T. H., 29160, $14.33.

Tsunekichi Nagasaki, guardian of Hisako Nagasaki, 711 Birch Street, Honolulu, T. H., 29161, $134.46.

Yone Morisaki, guardian of Sueka Morisaki, 903-A North King Street, Honolulu, T. H., 29162, $101.51.

Shigeru Nagasaki, 711 Birch Street, Honolulu, T. H., 29163, $125.82.

Kiyoko Nagayama, 1841 Sereno Lane, Honolulu, T. H., 29164, $1.58.

Kiyoshi Nakagawa, 943-E Akepo Lane, Honolulu 51, T. H., 29165, $540.83.

Sanokichi Ono, guardian of Tadashi Ono, 223 South Beretania Street, Honolulu, T. H., 29166, $121.42.

Shigeru Ono, 149 Emma Lane, Honolulu, T. H., 29167, $121.42.

Harumi Ono, 149 Emma Lane, Honolulu, T. H. 29168, $56.65.

Kazuo Otsuki, 1321 10th Avenue, Honolulu 31, T. H., 29169, $47.51.

Kiyoshi Sakamoto, P. O. Box 370 Waipahu, Oahu, T. H., 29170, $294.61.

Satoshi Sugimoto and Saichi Sugimoto, 459 North Kukui Street, Honolulu, T. H., 29172, $162.31.

Kuse Shinsato or Yaye Shinsato, P. O. Box 808, Waipahu, Oahu, T. H., 29173, $3.98.

Kansuke Tomota or Nishiko Tomota, Puhi, Kauai, T. H., 29174, $967.02.

Sae Tachikawa, P. O. Box 2856, Wailuku, Maui, T. H., 29176, $51.44.

Torazo Umemoto, 2609 Kamanaiki Street, Honolulu, T. H., 29177, $206.54.

Jiro Watanabe, 245 North Kuakini Street, Honolulu, T. H., 29178, $183.85.

Shigeto Wakida, guardian of Haruye Wakida, 1331 Ninth Avenue, Honolulu, T. H., 29179, $22.88.

Yoshi Watanabe, 245 North Kuakini Street, Honolulu 52, T. H., 29180, $570.48.

Tatsuo Yamamoto, 644-A Auahi Street, Honolulu, T. H., 29182, $239.23.

Sueharu Yamamoto, 644-A Auahi Street, Honolulu, T. H., 29183, $116.07.

Shisen Asato, Honohina, Hakalau, T. H., 13757, $76.03.

Sadame Awaya, 1431 Meyers Street, Honolulu, T. H., 13758, $10.20.

Tomonosuke Fujii, c/o Nakamura Hotel, 228 Beretania Street, Honolulu, T. H., 13759, $150.78.

Kunio Goto, 442-A Cooke Street, Honolulu, T. H., 13761, $222.22.

Kikuyo Goto, trustee for Satoshi Goto, 442-A Cooke Street, Honolulu, T. H., 13762, $31.60.

Kikuyo Goto, trustee for Kunio Goto, 442-A Cooke Street, Honolulu, T. H., 13763, $31.59.

Tsuneji Hashimoto, Kealakekua, T. H., 13764, $2.39.

Tsurumatsu Hayashi, trustee for Yuzuru Hayashi, 1528 Kam IV Road, Honolulu, T. H., 13765, $103.52.

Gyuchu Higa, 322 North King Street, Honolulu, T. H., 13766, $10.09.

Eikichi Ide, Parker Road, Kaneohe, Oahu, T. H., 13768, $2,140.12.

Hamaichi Kaneda, 4848 Kalanianaole Highway, Honolulu, T. H., 13769, $623.25.

Asayo Kumagai, trustee for Teruto Kumagai, 13771, $27.41.

Mrs. Tsuru Kuwaye or Ryogi Kuwaye, 3104 Kaunaoa Street, Honolulu 56, T. H., 13773, $1,037.45.

Maru Maemoto or Tatsuyo Maemoto, 4357 Apeape Place, Honolulu 55, T. H., 13774, $2,072.21.

Isaku Mikami, P O. Box 362, Wahiawa, Oahu, T. H., 13775, $7.77.

Yoshisuke Miyakawa or Ito Miyakawa, 2714 Kaaha Street, Honolulu, T. H., 13776, $681.54.

Hatsuichi Miyamoto, 934 Austin Lane, Honolulu, T. H., 13777, $441.00.

Tadaichi Nakato, Honohina, Hakalau, T. H., 13781, $50.75.

Kakuji Okada, guardian of Kazuyuki Okada, 4321 Waialae Avenue, Honolulu 55, T. H., 13783, $386.63.

Takane Okawa, trustee for Morio Okawa, 918-A Naopala Lane, Honolulu 35, T. H., 13785, $21.90.

Eisuke Shimahara, P. O. Box 96, Waialua, Oahu, T. H., 13789, $556.11.

Sei Soga, 736 Eleventh Avenue, Honolulu, T. H., 13790, $38.23.

Mrs. Shigeo Soga, guardian of Ichiro Soga, 736 Eleventh Avenue, Honolulu, T. H., 13791, $60.91.

Tokio Sudo, House No. 59, Mill Camp, Aiea, Oahu, T. H., 13792, $523.69.

Noshi Takahashi, c/o Yoshimoto Store, Kokokahi, Kaneohe, Oahu, T. H., 13793, $119.03.

Kumetaro Takemoto, Makaweli, Kauai, T. H., 13795, $1,082.84.

Yoshiichi Tamura, guardian of Shuichi Tamura, 525 Lana Lane, Honolulu 13, T. H., 13796, $90.32.

Yoshiichi Tamura, guardian of Yaeno Tamura, 525 Lana Lane, Honolulu 13, T. H., 13797, $123.05.

Fuki Tanno, guardian of Kiyoko Tanno, Toshie Tanno, Susumu Tanno, Masao Tanno, Kazue Tanno, Waikane, Oahu, T. H., 13799, $90.99.

Fuki Tanno, guardian of Kiyoko Tanno, Waikane, Oahu, T. H., 13800, $159.01.

Inosuke Tomiyama, Wailea, Hakalau, T. H., 13801, $1,155.72.

Shizue Watanabe, 2873-A East Manoa Road, Honolulu, T. H., 13805, $102.22.

Jukichi Watanabe or Misao Watanabe, Kealia, Kauai, T. H., 13806, $1,044.28.

Masakichi Yamamoto, 741 S. Queen Street, Honolulu, T. H., 13807, $20.43.

Michiyoshi Yamane, 1938 Pauoa Road, Honolulu, T. H., 13808, $429.53.

Kiyo Yokoyama or Umeno Yokoyama, 2639 South King Street, Honolulu, T. H., 13809, $357.43.

Richard K. Yokoyama, 901 Kuilei Lane, Honolulu, T. H., 13810, $190.26.

Shizuhiko Yoshimura, 944 Ahana Lane, Honolulu, T. H., 13811, $43.77.

Bunpachi Fujioka, P. O. Box 104, Hilo, T. H., 16132, $25.86.

Fujino Fujioka, guardian of Fujiko Fujioka, P. O. Box 38, Kailua, Oahu, T. H., 16133, $26.52.

Fujino Fujioka, guardian of Kazutomi Fujioka, P. O. Box 219, Kailua, Oahu, T. H., 16134, $8.51.

Fujino Fujioka, guardian of Tamiko Fujioka, P. O. Box 219, Kailua, Oahu, T. H., 16135, $4.00.

Sadanosuke Hamada, P. O. Box 469, Lanai City, T. H., 16136, $1,118.13.

Rai Ide, Paleka Road, Kaneohe, Oahu, T. H., 16137, $235.02.

Kenichi Imada, Kilauea, Kauai, T. H., 16138, $104.13.

Tsutomu Ishii or Otokichi Ishii, 1 Christley Lane, Honolulu 39, T. H., 16139, $201.55.

Tsunezo Ito, Kaupakalua, Haiku, Maui, T. H., 16140, $1,096.06.

Shizue Jinnaior Satoshi Jinnai, Kalului, Maui, P. O. Box 325, T. H., 16141, $512.71.

Katsuichi Kawamoto, 943 11th Avenue, Honolulu, T. H., 16143, $6,137.98.

Kano Kawamura, Kapaa, Kauai, T. H., 16144, $980.16.

Kano Kawamura or Tomi Kawamura, Kapaa, Kauai, T. H., 16145, $1,430.42.

Tomi Kawamura or Kano Kawamura, Kapaa, Kauai, T. H., 16146, $202.50.

Jisaburo Kinoshita, P. O. Box 344, Lanai City, Lanai, T. H., 16147, $253.91.

Kiyono Kobayashi, 938 South Queen Street, Honolulu, T. H., 16148, $80.42.

Shigeru Kobayashi, 938 South Queen Street, Honolulu, T. H., 16149, $107.49.

Mitsue Matsuse, 1942 Netcalf Street, Honolulu, T. H., 16151, $508.36.

Hideo Miyazawa, 1331-C Peleula Lane, Honolulu, T. H., 16153, $200.30.

Masataro Mizukami, 8½ Miles, Olaa, T. H., 16154, $1,018.89.

Isami Motonaga or[1] Mrs. Riyo Motonaga, P. O. Box 234, Hakalau, T. H., 16155, $300.41.

Isami Motonaga or[1] Sakumatsu Motonaga, P. O. Box 234, Hakalau, T. H., 16156, $1,518.78.

Yasoichi Nagano or Shizuyo Nagano, 1702 Nanea Street, Honolulu, T. H., 16157, $1,178.11.

[1] a/k/a Isama Motonaga.

Santaro Nagata or Kimi Nagata, Kalaa, Kauai, T. H., 16158, $5,405.65.

Yenzo Oda, P. O. Box 52, Puunene, Maui, T. H., 16160, $253.12.

Goichi Omoto or Yoshiko Omoto, Lahaina, Maui, T. H., 16162, $572.58.

Ryosaku Sasaki or Nobuko Tanaka, 959 F. Akepo Lane, Honolulu, T. H., 16163, $1,161.22.

Mrs. Kinuyo Shigemasa or Tadashi Shigemasa, P. O. Box 113, Naalehu Kau, T. H., 16164, $1,624.30.

Kitayo Shimizu or Jitsuzo Shimizu, P. O. Box 84, Lanai City, Lanai, T. H., 16165, $560.17.

Mrs. Mitsue Sugita, Makawao, Maui, T. H., 16166, $1,796.77.

Hisako Takahashi (by marriage Hisako Hasebe), P. O. Box 1062, Lanaikai, Oahu, T. H., 16167, $58.74.

Masaichi Takashige or Teru Takashige, P. O. Box 83, Papaikow, T. H., 16163, $160.17.

Ryoma Tanaka or Fuino Tanaka, Piihonua Camp 3, Hilo, T. H., 16169, $1,016.33.

Kame Sumida, 1558 Kauluwela Lane, Honolulu 22, T. H., 7100, $3,062.08.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on September 2, 1948.

For the Attorney General.

[SEAL] MALCOLM S. MASON,
Acting Deputy Director
Office of Alien Property.

[F. R. Doc. 48-8131; Filed, Sept. 9, 1948; 8:55 a. m.]

[Vesting Order 11005, Amdt.]

HEINRICH HILLECKE AND KLANGFILM G. M. B. H.

In re: Debts owing to Heinrich Hillecke and Klangfilm G. m. b. H.

Vesting Order 11005, dated March 31, 1948, is hereby amended to read as follows:

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Heinrich Hillecke, whose last known address is Berlin, Germany, is a resident of Germany and a national of a designated enemy country (Germany)

2. That Klangfilm G. m. b. H., the last known address of which is 19 Saarlandstr., Berlin SW 11, Germany, is a corporation, partnership, association or other business organization, organized under the laws of Germany, and which has or, since the effective date of Executive Order 8389, as amended, has had its principal place of business in Germany, and is a national of a designated enemy country (Germany),

3. That the property described as follows:

a. That certain debt or other obligation owing to Heinrich Hillecke, by Marks & Clark, 220 Broadway, New York 7, New York, in the amount of $19.00 as of December 31, 1945, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same, and

b. That certain debt or other obligation owing to Heinrich Hillecke by Westinghouse Electric International Company, 40 Wall Street, New York 5, New York, in the amount of $1,184.94, as of December 31, 1945, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same, and

c. That certain debt or other obligation owing to Klangfilm G. m. b. H. by Westinghouse Electric International Company, 40 Wall Street, New York 5, New York, in the amount of $1,459.70, as of December 31, 1945, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid nationals of a designated enemy country (Germany)

and it is hereby determined:

4. That to the extent that the persons named in subparagraphs 1 and 2 hereof are not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on August 20, 1948.

For the Attorney General.

[SEAL] DAVID L. BAZELON,
Assistant Attorney General,
Director, Office of Alien Property.

[F. R. Doc. 48-8129; Filed, Sept. 9, 1948; 8:54 a. m.]